



ADA Transit Agreement

The City of Minot (City) is entering into an agreement with Souris Basin Transportation Board, a non-profit corporation, (SBT) to provide ADA paratransit service in conjunction with and as an extension of the Minot City Transit system.

1. This Agreement shall be in effect for a term of twelve (12) months commencing on January 1, 2024 and expiring on December 31, 2024, at which time the Agreement may be renewed upon agreement of both parties. City shall have the right to terminate this Agreement in the event the City Council of the City of Minot determines at any time that it is no longer in the best interests of the City.
2. SBT shall provide ADA paratransit service (ADA services) during the same days and hours of operation as the Minot City Transit System. Minot City Transit System currently operates Monday through Friday from 7:00 am until 7:00 pm. In addition, SBT provides extended hour ADA services for evening and weekend travel. SBT shall be responsible for the dispatch and handling of all calls for the ADA services.
3. In exchange for the ADA services provided, the City shall provide a payment to SBT in the amount of \$33,000.00 per year. This amount may only be adjusted by consent of the City Council and the SBT Board of Directors. Changes in funding request must be completed by June 1st, the year prior to the requested funding change so that it may be approved and incorporated into the City of Minot budget. This amount shall be full payment for the ADA services provided under this Agreement.
4. The City agrees to provide SBT with three (3) ADA accessible vans for the ADA services. The City shall be responsible for the costs of insurance, maintenance, and fuel for the ADA accessible vans. SBT shall be responsible for hiring and compensating all drivers and other employees required for the ADA services. SBT shall ensure its ADA services' drivers meet and maintain the minimum qualifications required for City employees who operate City Transit Department vehicles.
5. The City shall continue its efforts to procure funds by Federal grants or otherwise for the future replacement of ADA vans provided to SBT under this Agreement.
6. SBT is an independent entity under this Agreement and SBT employees are not considered City employees for any purpose under the terms of this Agreement.
7. No part of this Agreement shall be construed to grant to SBT any authority to contract for, on behalf of, or incur obligations on behalf of the City.
8. SBT agrees to comply with all applicable federal, state, and local laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. SBT's failure to comply with this section may be deemed a material breach by SBT entitling the City to immediately terminate this Agreement for cause.

9. SBT agrees to defend, indemnify, and hold harmless the City, its officers, and employees, from and against any all claims, loss, damage, expense, and liability for injuries to persons and property, claimed or alleged to be caused for any reason while performing ADA services pursuant to this Agreement. SBT also agrees to reimburse the City for all costs, expenses, and attorneys' fees incurred if the City prevails in an action against SBT in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.
10. SBT understands that, City must disclose to the public upon request any records it receives from SBT. SBT further understand that any records obtained or generated by SBT under this Agreement, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. SBT agrees to contact City promptly upon received a request for information under the public records law and, at no additional expense to City, comply with City's instructions on how to respond to the request.
11. SBT agrees to retain financial and program records in accordance with the State of North Dakota's Retention of Records Policy. In the event SBT's records are audited by a third party, SBT shall provide the City with the results of the audit within 30 days of receipt.
12. Any written notice or other correspondence to be provided by or between the Parties shall be hand delivered or mailed by registered or certified mail to the following addresses:

City: City of Minot (Attn: Public Works Director)
 P.O. Box 5006
 515 2nd Ave SW
 Minot, ND 58702

SBT: Souris Basin Transportation (Attn: Transit Director)
 805 31st St SE
 Minot, ND 58702
13. The Parties agree this Agreement shall be binding upon and inure to the benefit of their successors and assigns. Any waiver by either Party of a default under this Agreement shall be construed to be a waiver of any subsequent default, and no waiver shall be valid unless reduced to writing and signed by the Parties.
14. If any term or provision of this Agreement or application hereof to any person or circumstance is held to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
15. This Agreement contains the entire agreement between the Parties, and no oral statements or representations not contained in this Agreement shall have any force or effect on the same. This Agreement shall not be modified except in writing executed and agreed to by both Parties.

16. This Agreement may be executed in counterparts and shall be governed by the provisions hereof and by the laws of the State of North Dakota, and any legal action to interpret the same shall be filed in a District Court located in Ward County, North Dakota.

This agreement entered into between the City of Minot and Souris Basin Transportation this _____ day of _____, 2023.

Darrell Francis
Souris Basin Transportation Board

Date

Thomas Ross, Mayor
City of Minot

Date