

**TRANSIT SERVICE AGREEMENT WITH
THE CITY OF BAXTER**

TERMS OF AGREEMENT

1. TERM OF AGREEMENT - The agreement shall be effective upon execution and shall continue through June 30th, 2027. In the absence of a new agreement reached by both parties, the terms and conditions of this agreement shall remain in full force and effect until such time as a new agreement is mutually agreed upon by both parties.
2. SERVICE TIMES - The Brainerd & Crow Wing Public Transit System shall provide Dial-A-Ride transit service to the City of Baxter Monday through Friday, (excluding Holidays) from 6:00 a.m. to 6:00 p.m., subject to the system capacity restraints. The City of Baxter may request changes to the hours and days of operation by resolution, said changes being subject to the approval of the City of Brainerd.
3. SERVICE AREA - The Brainerd & Crow Wing Public Transit System shall provide service to any location within the corporate limits of the City of Baxter.
4. TRANSIT BUS - The Brainerd & Crow Wing Public Transit System shall provide the service with a passenger transit bus equipped with an ADA compliant wheelchair or standee lift, and wheelchair securement positions in the interior of the bus.
5. OPERATING POLICY - The City of Brainerd Transportation Advisory Committee and The City of Brainerd & Crow Wing County Transit Operating Policies shall govern the operations of the transit system when serving the City of Baxter.
6. FARES - The fare structure for the City of Baxter shall be set by the Council of the City of Baxter by resolution. Changes or adjustments to fares shall require 30 days' public notification.
7. REIMBURSEMENT – In the event that bus fares from the City of Baxter are less than that City's local share of transportation costs the City of Baxter agrees to reimburse the City of Brainerd for the unfunded portion of City of Baxter transit expenses. If the bus fares from the City of Baxter are more than that City's local share of transportation costs the City of Brainerd agrees to reimburse the City of Baxter the excess revenue.
8. LOCAL SHARE OF TRANSIT COSTS – The local share of transportation costs shall be based upon the percentage of overall anticipated fuel costs of the service area. The City of Baxter's local share shall be 18% of the Transit expenses during the term of this agreement.
9. REIMBURSEMENT OF ADDITIONAL COSTS – The City of Baxter agrees to reimburse the City of Brainerd for a portion of the local share of capital costs. Local share of capital costs are based upon the percentage of the local share of transportation costs in Paragraph No. 8, Local Share of Transit Costs.
10. REPORTING – The City of Brainerd & Crow Wing County Transit office will provide annual transit reports to the City of Baxter. Annual reports will include ridership information and information related to the costs of providing Dial-A-Ride services in the City of Baxter.
11. CONTINGENCIES - This agreement is contingent on the City of Brainerd's participation in the

Minnesota Department of Transportations public transit grant program and the availability of State and Federal funds equal to or greater than 85% of the total operating costs for Transit services.

12. MUTUAL INDEMNIFICATION - Each of the Parties participating in this agreement shall fully indemnify and hold harmless the other members against claims, losses, damage, liability, suits, judgments, costs and expenses, by reason of the action or inaction of its employees or designees assigned to or acting on behalf of either of the Parties. The agreement to indemnify and hold harmless does not constitute a waiver by either Party of limitations on liability provided by Minnesota Statute Ch. 466.

13. SEVERABILITY - In the event any provision of this agreement is determined to be void or unenforceable, such determination shall not affect the remainder of this agreement, which shall continue to be in force.

14. TERMINATION CLAUSE – This agreement may be terminated by either party with or without cause with 180 days’ written notice to the other party.

City of Brainerd

City of Baxter

Mayor - City of Brainerd Date

Mayor – City of Baxter Date

City Administrator

City Administrator