

Dickinson Public Transit
Single-Year Funding Agreement

This Agreement is made this _____ day of December, 2024, between City of Dickinson, a municipal corporation (the "City") whose address is 38 1st Street West, Dickinson, ND 58601 and Stark County Council on Aging Elder Care (Dickinson Public Transit and Elder Care), a North Dakota not-for-profit entity whose address is 361 26th Street East, Dickinson, ND 58601.

WHEREAS, the City of Dickinson desires to facilitate a public transit system for the residents of the City; and

WHEREAS, Elder Care is engaged in the business of providing nutrition services for seniors in Dickinson, and Dickinson Public Transit is engaged in the business of providing public transit services to the residents of the City of Dickinson with a weekly trip to Bismarck, and rides to surrounding towns, pending driver and vehicle availability; and

WHEREAS, it is in the best interest of the citizens of Dickinson for the City to assist Dickinson Public Transit in maintaining a viable public transit service, and Elder Care with its nutrition services;

NOW, THEREFORE, the parties stipulate and agree as follows:

1. Term of Agreement

This Agreement shall be for a term of one year, commencing on January 1, 2025, through December 31, 2025. In the event that this Agreement is approved, signed, and executed by the Parties after January 1, 2025, the Parties shall be bound by the provisions of this Agreement upon such approval, signing and execution, notwithstanding the Term of Agreement as provided herein.

2. Elder Care and Dickinson Public Transit Services & Financial Support

Dickinson Public Transit hereby agrees to provide public transit services to the residents of the City of Dickinson and Elder Care hereby agrees to provide nutrition services for seniors as provided in this Agreement. Dickinson Public Transit's public transit services shall consist of both pre-scheduled and on-demand, public transit, as set forth in this Agreement. The City of Dickinson shall provide annual support to Elder Care and Dickinson Public Transit for 2025 in the amount of \$190,000. Additionally, the City of Dickinson shall provide funding for the transit service offered by Dickinson Public Transit in the amount of \$60,000 in 2025. All payments to be made under this Paragraph 2 shall be made in four (4) equal quarterly payments of \$62,500 in January, April, July, and October during the year, The City will also pay up to \$15,000 in utilities and insurance on the City owned building occupied by Elder Care and Dickinson Public Transit. Such operating subsidy shall be used by Dickinson Public Transit for its nutrition services and pre-scheduled and on-demand- public transit services which for, including but not limited to, work, medical, shopping, recreation, social, worship services, education, and airport. Dickinson Public

Transit shall, from time to time, at the request of the Board of City Commissioners, report on its public transit operations, including the use of any monies granted as an operating subsidy.

3. Hours of Operation and Rates

Dickinson Public Transit shall provide regular pre-scheduled and on-demand public transit service to the residents of Dickinson during at least the following hours:

Monday –Saturday 6:00 AM – 6:00 PM

Sunday 9:00 AM – 6:00 PM

Should Dickinson Public Transit change its hours of operation, it will follow pertinent State of North Dakota Department of Transportation guidelines. Dickinson Public Transit may determine its rates for public transit services, and shall timely notify the City as to its current rate schedules, as may be amended from time to time. Advance notice of hours of operation changes related to holidays and emergencies are excluded from advance notice requirements.

4. Reporting

On or before June 1st of each calendar year, Dickinson Public Transit shall provide the City with an annual report and financial statement regarding its transit services, together with such other reports and additional data as requested by the City. Dickinson Public Transit also agrees to meet with the City regarding the operation of its public transit services upon request. State and Federal reporting requirements shall be provided to the City in a timely manner consistent with existing laws, guidelines and rules. Dickinson Public Transit shall be solely responsible for any necessary reporting to state and/or federal agencies. Dickinson Public Transit shall additionally be solely responsible for compliance and any additional reporting required of a federal grant recipient. Dickinson Public Transit shall complete such reporting requirements and compliance on its own and shall not rely upon the City for such reporting and compliance.

5. Subsidy - Garage and Office Space

For and in consideration of the promises and covenants of Dickinson Public Transit contained herein, and as an additional subsidy for Dickinson Public Transit's public transit services, the City hereby provides Dickinson Public Transit with building space upon the following terms and conditions:

(a.) Public Transit Building

The City shall provide Dickinson Public Transit with garage and office space suitable for Dickinson Public Transit's business needs. Such garage and office space shall be within the property commonly known as the Dickinson Public Transit Building, 361 26th Street East, Dickinson, North Dakota. Such premises shall hereinafter be referred to collectively as the "Office Space."

(b.) Use of Office Space

The Office Space hereby provided shall be used by Dickinson Public Transit as a garage and office for its public transit services. The City recognizes that Dickinson Public Transit currently administers nutrition services out of the same building. Dickinson Public Transit will use the Office Space in a careful and lawful manner, and will not carry on any activities on the premise's contrary to law or to the ordinances of the City of Dickinson.

(c.) Rent and Utility Charges

As part of the City's support of Dickinson Public Transit's public transit services, and as additional subsidy (approximately \$15,000/year in-kind for utilities and approximately \$80,000/year in-kind for rent), Dickinson Public Transit shall not be required to pay rent or utility (heat, electrical, garbage, water, and sewer) charges for its use of the Office Space. Dickinson Public Transit shall be responsible for its internet and mobile phone charges.

(d.) Alterations and Improvements

Dickinson Public Transit may, at its own expense, and exercising reasonable discretion and judgment, decorate the interior of the Office Space as it deems suitable for its occupancy, but it shall make no major changes or alterations in the walls or partitions in the Office Space without the prior express written consent of the City. With the exception of Dickinson Public Transit's own fixtures and equipment, all improvements upon the premises at the time of the termination of this Agreement, shall remain and become the property of the City.

(e.) Care of Garage and Office Space

Dickinson Public Transit shall take care that the Office Space is well-maintained and kept in good repair, free from filth, overloading, danger of fire, explosions or any nuisance. Upon the termination of this Agreement, Dickinson Public Transit shall return the Office Space to the City in substantially similar condition as exists upon the date of execution of this Agreement, normal wear and use excepted. In the event that care of the Office Space is neglected by Dickinson Public Transit, the City, upon 30 days' written notice to Dickinson Public Transit, shall have the right, although not the obligation, to repair or maintain the premises to the City's sole subjective satisfaction, and Dickinson Public Transit hereby agrees to pay to the City the costs thereof.

(f.) Taxes and Insurance

The City shall be responsible for the payment of all real estate taxes and special assessments, as well as the cost of fire, lightning and extended coverage insurance upon the building. Dickinson Public Transit shall be responsible for insuring its own improvements, fixtures, equipment, and other personal property.

(g.) Repair and Maintenance

The City shall be responsible for the maintenance and repair of the structural parts and exterior of the building, including the exterior walls and roof, as well as the plumbing, heating, Fire Protection, (smoke and heat detectors and alarms), water drainage in wash bay and garage, and air conditioning systems. Dickinson Public Transit shall be responsible for snow removal on driveways. The City shall designate 26th Street East as a Level 1 Emergency Route. Dickinson Public Transit shall be responsible for general upkeep, cleaning, grounds maintenance, and maintenance for the Office Space used by it under this Agreement. Dickinson Public Transit shall further be liable for any damage to the exterior or interior of the building resulting from Dickinson Public Transit's use other than ordinary usage of the premises.

(h.) Inspection

Dickinson Public Transit hereby agrees that it will permit the City to inspect or examine the premises at any time during reasonable hours with or without advance prior notice.

(i.) No Assignment of Agreement

Dickinson Public Transit hereby acknowledges that the provision of Office Space herein provided for is personal to the City and Dickinson Public Transit. Dickinson Public Transit shall not assign this Agreement, or any of the rights or duties thereunder, to any other party. Dickinson Public Transit shall not lease or attempt to lease to any other party the Office Space herein provided; nor shall Dickinson Public Transit permit any other party to use or conduct business out of the Office Space herein provided. Any attempt to assign this Agreement to another party, lease the premises to another party, or permit any other party to use or conduct business out of the Office Space shall be a material breach of this Agreement, and shall obligate Dickinson Public Transit to immediately vacate the premises.

(j.) Liability for Loss

The City shall not be liable for any injury or damages to any persons or property sustained by Dickinson Public Transit or its agents or employees, or by any other persons on or about the premises, including but not limited to guests or invitees of Dickinson Public Transit. Dickinson Public Transit shall indemnify and hold the City harmless from any and all claims, damages, liabilities, costs and expenses, including attorneys' fees, arising from injury to persons or property in or about the premises or in any manner arising or growing out of Dickinson Public Transit's use, occupancy, management or control thereof. Dickinson Public Transit agrees that it shall maintain a general liability insurance policy, and proof of the same shall be given to the City.

(k.) Signs

Dickinson Public Transit may at its own risk and expense, erect or place in a lawful manner, a sign concerning its business on the exterior walls and/or property of the premises. Dickinson Public Transit shall further be entitled to use existing sign poles on the grounds for its own signage. Dickinson Public Transit shall maintain such signs in a good state of repair and shall repair any damage that may have been done to the premises by the erection, existence, maintenance or removal of such signs. Upon termination of this Agreement, Dickinson Public Transit shall remove the signs at its own expense and restore the exterior of the premises and grounds to their original condition.

6. Termination; Surrender of Premises; Removal of Fixtures and Personal Property

This Agreement may be terminated, with or without cause, by either party upon 90 days written notice to the other party. Upon the termination of this Agreement, Dickinson Public Transit agrees to peacefully surrender possession of the premises to the City of Dickinson. If not removed within 90 days of surrender of the premises, any equipment, fixtures or personal property belonging to Dickinson Public Transit, if not removed upon termination or default shall be deemed abandoned. If the City shall so elect, it may assume ownership of the abandoned property without any payment or offset therefore. Alternatively, if the City shall so elect, it may remove such equipment, fixtures, or personal property from the premises and store them at the sole risk and expense of Dickinson Public Transit. Dickinson Public Transit shall repair and restore all damage to the premises caused by the removal of its equipment, fixtures, and personal property.

7. Entire Agreement

This Agreement contains the entire agreement between and among the Parties hereto, and supersedes all prior and contemporaneous discussions, negotiations, understandings and agreements, whether oral or written, express or implied, between or among them relating to the subject matter of this Agreement. This Agreement may not be amended orally, nor shall any purported oral amendment (even if accompanied by partial or complete performance in accordance therewith) be of any legal force or effect or constitute an amendment of this Agreement, but rather this Agreement may be amended only by an agreement in writing signed by the Parties.

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Signature Page

PUBLIC TRANSIT

By: Colleen Rodakowski
Colleen Rodakowski, Executive Director
Dickinson Public Transit

CITY OF DICKINSON

By: _____
Scott Decker, President
Board of City Commissioners

ATTEST:

Dustin Dassinger, City Administrator

