



City of Grand Forks  
Staff Report  
Committee of the Whole – August 12, 2019  
City Council – August 19, 2019

**APPROVED & ACCEPTED**  
by City Council

08/19/19

*Maureen Storstad*  
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City Auditor

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**Agenda Item:** Public Transit Fare Agreement for UND Faculty and Staff

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**Submitted by:** Dale Bergman, Public Transportation Division Director  
Ali Rood, Mobility Manager

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**Staff Recommended Action:** Approve Public Transit Fare Agreement for UND Faculty and Staff, subject to City Attorney review and approval

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**August 12, 2019 – Committee Recommended Action:** Refer to City Council with the recommendation to approve.

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**August 19, 2010 – Council Action:** Approved unanimously on consent agenda.

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**BACKGROUND:**

University of North Dakota students ride Cities Area Transit fixed routes free of charge through a contract between the City and UND Student Government. The University seeks to extend this benefit to faculty and staff effective fall semester 2019. Staff recommends approval of an agreement to invoice UND for faculty and staff rides beginning August 26, 2019, subject to City Attorney review and approval.

**ANALYSIS AND FINDINGS OF FACT:**

The agreement between the City and UND outlines the following:

- UND will provide the City a list of EMPLID numbers of employed faculty and staff
- UND Faculty/Staff ID cards will be accepted as fare payment onboard CAT buses
- The City will invoice UND monthly at a rate of \$1.30 per ride
- The agreement will renew annually unless terminated by either party

**SUPPORT MATERIALS:**

- Agreement

## AGREEMENT

The parties to this Agreement are the University of North Dakota ("University" or "UND"), and City of Grand Forks, Cities Area Transit ("CAT").

### RECITALS

- A. CAT will allow the use of fixed route transit to University faculty and staff at a cost of \$1.30 per ride, billed to UND; and
- B. In order to record ridership using UND Faculty/Staff ID's, CAT requires University faculty and staff information.

### TERMS

#### 1. SCOPE

1.1 The University will provide CAT with an electronic file containing only the EMPLID of all employed faculty and staff. In return, CAT will make available city area transit at no cost to University faculty and staff.

1.2 The parties agree that the information may only be used for transportation accessibility on CAT and for no other purpose. Further, CAT will not provide this information to any other entity except as required by open records laws.

#### 2. TERM OF AGREEMENT

The term of this Agreement is August 19, 2019 to August 21, 2020. The Agreement will renew automatically for additional one-year terms unless either party terminates the Agreement.

#### 3. TERMINATION OF AGREEMENT

3.1 Termination without cause. This Agreement may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.

3.2 Termination for cause. The University by written notice of default to CAT may terminate the whole or any part of this Agreement if CAT fails to provide services required by this Agreement within the time specified or any extension agreed to by the University or in violation of the terms of this Agreement.

3.3 In the event of a termination, in addition to any other remedies the University may have, all information provided by the University to CAT will be returned to the University or destroyed by CAT.

#### 4. INSURANCE

Each party shall secure and keep in force during the term of this Agreement from insurance companies, government self-insurance pools, or government self-retention funds

authorized to do business in North Dakota, commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum limits of \$250,000 per person and \$1,000,000 per occurrence.

5. INDEPENDENT ENTITY

The parties are independent entities under this Agreement and not employees of the other for any purpose, including but not limited to the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workers' Compensation Act. CAT retains sole and absolute discretion in the manner and means of carrying out its activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

6. MODIFICATION

This Agreement may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties

7. SEVERABILITY

If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms shall not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the agreement did not contain that term.

8. ASSIGNMENT AND SUBCONTRACTS

CAT may not assign or otherwise transfer or delegate any right or duty without the University's express written consent.

9. APPLICABLE LAW AND VENUE

This Agreement is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Agreement must be brought in the Northeast Central Judicial District Court of Grand Forks County, North Dakota.

10. NONDISCRIMINATION

The parties agree to comply with all applicable laws, rules, regulations and policies, including but not limited to those relating to nondiscrimination, accessibility, and civil rights.

11. EFFECTIVENESS OF AGREEMENT

This Agreement is not effective until fully executed by both parties.

UNIVERSITY:  
University of North Dakota

CAT:  
Cities Area Transit

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_