

Agreement Between the City of North Mankato and the City of Mankato for Transit Services

WHEREAS, the City of Mankato operates a public transit system in the Mankato Urbanized Area under the Urbanized Area Formula Funding program (49.U.S.C. 5307); and

WHEREAS, the City of North Mankato desires public transit services throughout the community; and

WHEREAS, the City of Mankato is willing to provide fixed route and ADA complimentary paratransit under this agreement; and

WHEREAS, the City of North Mankato agrees to share in the direct cost of services through reimbursement for required local share and capital replacement costs; and

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the City of North Mankato and City of Mankato agree to the following:

This agreement is contingent upon the continuation of federal resources under the Urbanized Area Formula Funding program (49 U.S.C. 5307) through the Minnesota Department of Transportation (MnDOT) Office of Transit and Active Transportation.

1. TERMS. This agreement shall be in effect on January 1, 2025, or upon the date that the final required signature is obtained, whichever occurs later, and shall remain in effect until December 31, 2025.

- 1.1. Termination by the City of North Mankato or City of Mankato. Either party may terminate the service to be provided hereunder upon sixty (60) days written notice, but such termination shall not relieve the City of North Mankato from its obligations to pay costs incurred on a prorated basis up to date of termination.

- 1.2. Request for service adjustments for the year 2026 are due by May 1, 2025.

2. CONTROL OF OPERATIONS. The City of Mankato shall retain complete control over the operation of buses used in providing the service. This control shall include limiting the number of passengers on any given bus, the decision to remove passengers on any given bus if the passenger engages in a crime, violates the City of Mankato's transportation policies related to riders and operations, or jeopardizes the safety of the bus driver, themselves, or other passengers, the decision not to provide the service at any given time due to the condition of the equipment, streets or weather, limiting the number of stops and selection of personnel to operate buses.

- 2.1. The City of Mankato shall use its best efforts to provide the service described in this Agreement, but in the case of mechanical failure of a bus, shall not be obligated to obtain additional equipment or discontinue other services to provide the service to the City of North Mankato. Changes in performance however, including limiting the number of stops or other changes in scheduling shall be made only after consultation with the City of North Mankato and a written or emailed notice is given.

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3. ROUTES. Coordinated Routes provide public transit service between Mankato and North Mankato attached as Exhibit 1 (Bus Schedule).

3.1. ADA Complimentary Paratransit service –

- Operating Monday through Friday from 6:05 am to 6:05 pm.
- Operating Saturday through Sunday from 10:05 am – 6:05 pm

3.2. Route 5 –

- Operating Monday through Friday from 6:05 am to 6:05 pm.
- Operating Saturday from 10:05 am – 6:05 pm

3.3. Route 7 - Operates Monday through Friday from 8:35 am to 8:35 pm.

3.4. Route 8 - Operates Monday through Friday from 7:00 am to 5:50 pm.

3.5. Route 10 -

- Operating Monday through Friday from 6:05 am to 8:35 pm
- Operating Saturday from 8:35 am to 8:35 pm
- Operating Sunday from 8:35 am to 5:35 pm

3.6. Route 11 –

- Operating Monday through Friday from 6:05 am to 8:05 pm
- Operating Saturday from 9:05 am to 8:05 pm
- Operating Sunday from 9:05 am to 6:05 pm

3.7. Route 13 – Operating Monday through Friday from 6:35 am to 5:35 pm

3.8. Route 14 – Operating Monday through Friday from 7:00 am to 5:50 pm.

3.9. Route 15 – Operating Monday through Friday from 6:30 am to 5:50 pm.

3.10. Route 1 Campus Express - Operates Monday through Friday from 6:00 pm to 10:00 pm during the Minnesota State University Mankato academic year (Seasonal Service).

3.11. All available fixed route services in the urbanized area are covered under this agreement.

4. SERVICES.

4.1. No transit service on New Year's Day, Easter Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

4.2. Bus Mankato, a live bus tracker app is maintained through a collaborative effort of the CITY and Minnesota State University Mankato Information Technology Departments. This mobile application allows the bus riders the opportunity to use electronic devices, including “smart phones”, to find the location of a bus on any route.

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5. SPECIAL EVENT SERVICE. The City of Mankato will provide extra buses for high demand dates and times along published routes to meet the City of North Mankato's demand.

5.1. Blues on Belgrade – July 26, 2025

5.2. Bells on Belgrade – December 6, 2025

6. CHARTER SERVICE. Charter Service is transportation provided at the request of a third party for the exclusive use of a bus or van for a negotiated price. The third party determines the origin and destination of the trip as well as the scheduling. This includes transportation provided to the public for events or functions that occur on an irregular basis or for a limited duration.

6.1. The City of Mankato may provide charter service, at the request of the City of North Mankato, if no registered charter provider responds to the City of Mankato's issued notice:

- Within 72 hours for charter service requested to be provided in less than 30 days; or
- Within 14 calendar days for charter service requested to be provided in 30 days or more.

6.2. If a registered charter provider indicates interest in providing the charter service, the CITY shall not provide the service. The City of North Mankato is under no obligation to accept the interested registered charter service provider's offer.

6.3. The City of Mankato's price for Charter Service is \$180.01 per hour and is outside the scope of this agreement.

7. RATES.

7.1. The City of Mankato's Operating Cost Local Share and Capital Replacement for the term of this Agreement is projected at One Million Five Hundred Three Thousand Four Hundred Eighty-three and 00/100 Dollars (\$1,503,483.00).

7.2. The City of North Mankato agrees to share 11% of the direct cost of services through reimbursement for required local share and capital replacement costs.

7.3. The City of North Mankato shall pay no more than One Hundred Fifty-Six Thousand Nine Hundred Forty-One and 40/100 Dollars (\$156,941.40) for year 2025.

7.4. The City of Mankato shall invoice the City of North Mankato no later than June 30, 2026. The City of North Mankato shall pay the City of Mankato within thirty (30) days of receiving the invoice.

8. PUBLICITY. Any publicity given to the program, publications, or services provided resulting from this agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the parties of this agreement or its employees individually or jointly with others, or any subcontractors shall identify the parties of this agreement as participating agencies and shall not be released prior to receiving the approval of the parties of this agreement's authorized representative.

9. ADVERTISING. The Cities of Mankato and North Mankato recognize advertising is one form of revenue that reduces the public share of transit operating expenses. All advertising revenue, regardless of source or location is combined to reduce the total operating cost per hour. The City of

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Mankato may place advertising on transit vehicles used in the City of North Mankato. Advertising in the City of North Mankato public right of way (e.g., shelters or benches) requires the approval jointly by the City of North Mankato and the City of Mankato.

10. AMENDMENTS. Any amendments to this agreement shall be in writing and shall be executed by the same parties who executed the original agreement, or their successors in office.

11. ASSIGNMENTS. Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.

12. AGREEMENT COMPLETE. This agreement contains all negotiations and agreements between parties. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

13. SEVERABILITY. If any provisions of this agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

14. LIABILITY. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and results thereof. Liability shall be governed by the provisions of Chapter 466 et. seq and other applicable laws.

15. AUDITS.

15.1. Under Minnesota Statutes § 16C.05, Subd.5, Each party agrees the books, records, documents, and accounting procedures and practices are subject to examination by MnDOT and /or the State Auditor or Legislative Auditor, as appropriates, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirement, whichever is later. Each party will take timely and appropriate action on all deficiencies identified by an audit.

15.2. Each party will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133 including amendments and successors thereto, which are incorporated herein by reference.

15.3. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR Part 200.400-475 will be used to determine whether costs are eligible for reimbursement under this agreement.

15.4. If either party expends \$750,000 or more in Federal Funds during their respective fiscal year, a single audit or program specific audit must be conducted in accordance with 2 CFR Part 200.

16. GOVERNMENT DATA PRACTICES ACT. Each party must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the City of North Mankato in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the City of Mankato in

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accordance with this agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either party.

16.1. In the event the City of Mankato receives a request to release the data referred to in this clause, the City of Mankato must immediately notify the City of North Mankato who will give the City of Mankato instructions concerning the release of the data to the requesting party before the data is released.

17. NOTICE. Any notice required to be given in this Agreement by either party shall be sufficient if provided via email or mailed by United States mail or actual personal service of the notice. Notice to the City of Mankato shall be emailed to Shawn Schloesser at sschloesser@mankatomn.gov or delivered to Mankato Transit, 10 Civic Center Plaza, P.O. Box 3368, Mankato, MN 56002-3368. Notice to the City of North Mankato shall be emailed to Matt Lassonde at matthewl@northmankato.com or delivered to the City Planner, 1001 Belgrade Ave. PO Box 2055, North Mankato, MN 56002-2055.

18. NONDISCRIMINATION. In connection with the performance of this Agreement, both the parties shall not discriminate against any person because of race, religion, color, sex, national origin, creed, age, marital status, or status with regard to public assistance or physical disability or any other group or class against which discrimination is prohibited by State or Federal Law, including Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973 and Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974.



Kevin McCann
City Administrator
North Mankato, MN



Susan MH Arntz
City Manager
Mankato, MN

Exhibit 1 – Bus Schedule