



JOINT POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT, and amendments and supplements thereto, (hereinafter "contract") is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Minnesota State University, Mankato, 238 Wigley Administration Center, Mankato, MN 56001 (hereinafter "UNIVERSITY"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10, and the City of Mankato, 10 Civic Center Plaza, P.O. Box 3368, Mankato, MN 56002-3368 (hereinafter "CITY"), which is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10;

WHEREAS, the CITY 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 UNIVERSITY desires to provide bus services to Minnesota State University in Mankato; and

WHEREAS, the CITY is willing to provide fixed route transit service under this agreement; and

WHEREAS, the UNIVERSITY 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 and UNIVERSITY 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. **TERM.** This agreement shall be in effect on July 1, 2026, or upon the date that the final required signature is obtained by UNIVERSITY, whichever occurs later, and shall remain in effect until June 30, 2027.
 - 1.1. Termination by UNIVERSITY or CITY. Either party may terminate the service to be provided hereunder upon sixty (60) days written notice to the CITY, but such termination shall not relieve the UNIVERSITY from its obligations to pay costs incurred on a prorated basis up to date of termination.

2. **CONTROL OF OPERATIONS.** The CITY 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 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 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 UNIVERSITY. Changes in performance however, including limiting the number of stops or other changes in scheduling shall be made only after consultation with the UNIVERSITY and a written or emailed notice is given.
3. **ROUTES.** Coordinated Routes provide public transit service between UNIVERSITY campus and UNIVERSITY selected adjacent neighborhoods attached as Exhibit 1 (Bus Schedule).
 - 3.1. Route 1 -
 - Operating Monday through Friday from 7:00 am to 10:00 pm during the academic year (Seasonal Service).
 - Operating Monday through Friday from 7:00 am to 8:30 pm (during the summer session)
 - Operating Saturdays from 8:30 am to 8:30 pm.
 - 3.2. Route 7 - Operates Monday through Friday from 8:35 am to 8:35 pm.
 - 3.3. Route 8 - Operates Monday through Friday from 7:00 am to 5:50 pm during the academic year (Seasonal Service).
 - 3.4. Route 10 -
 - Operating Monday through Friday from 6:05 am to 8:42 pm
 - Operating Saturday from 8:35 am to 8:42 pm
 - Operating Sunday from 8:35 am to 5:42 pm
 - 3.5. 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
 - 3.6. Route 13 – Operating Monday through Friday from 6:35 am to 5:35 pm

- 3.7. Route 14 – Operating Monday through Thursday from 7:00 am to 5:50 pm during the academic year (Seasonal Service).
- 3.8. Route 15 – Operating Monday through Thursday from 6:30 am to 5:50 pm during the academic year (Seasonal Service).
- 3.9. All available fixed route services in the urbanized area including Route 5 (North Mankato) 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 UNIVERSITY Information Technology Departments. This mobile application allows the bus riders the opportunity to use electronic devices, including "smart phones", to find out the location of a bus on any route.

5. **SPECIAL EVENT SERVICE.** CITY will provide extra buses for high demand dates and times along necessary routes to meet the UNIVERSITY demand.

5.1. Kearney International Student Orientation – Fall Welcome Week

- Monday – Tuesday, August 17-18, 2026 (8:00 am - 10:00 am & 5:00 pm - 7:00 pm)
- Wednesday, August 19, 2026 (8:00 am - 10:00 am & 4:00 pm - 6:00 pm)
- Thursday, August 20, 2026 (8:00 am - 10:00 am & 7:00 pm - 9:00 pm)

5.2. Residence Community Move In/Welcome Week

- Thursday, August 20, 2026 (8:30 am – 10:00 pm)
- Friday, August 21, 2026 (8:30 am – 10:00 pm)
- Saturday, August 22, 2026 (8:30 am – 10:00 pm)
- Sunday, August 23, 2026 (8:30 am – 10:00 pm)

5.3. Admissions Open House – Fall Semester

- Thursday-Friday, October 15-16, 2026 (MEA) (8:00 am – 9:30 am, 11:30 am – 1:00 pm, & 2:45 pm – 3:45 pm)
- Friday, November 13, 2026 (8:15 – 9:30 am & 12:30 – 2:30 pm)

5.4. Fall Commencement

- Saturday, December 12, 2026 (Ceremonies at 9:00 am and noon) Shuttle buses to begin service at 8:00 am.

5.5. International Student Orientation – Winter Welcome Week

- Monday – Friday, January 4-8, 2027 (8:00 am – 10:00 am & 4:00 pm – 6:00 pm)

5.6. Admissions Open House – Spring Semester

- Friday, April 9, 2027 (8:15 am – 9:30 am & 12:30 pm – 2:30 pm)

5.7. Spring Commencement

- Friday, May 7, 2027 (Ceremonies at 3:00 pm and 6:00 pm) Shuttle buses to begin service at 2:00 pm.
- Saturday, May 8, 2027 (Ceremonies at 9:00 am, Noon, and 3:00 pm) Shuttle buses to begin service at 7:45 am.

6. **CHARTER SERVICE.** Charter Service is transportation provided at the request of a third party for 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. CITY may provide charter service, at the request of the UNIVERSITY, if no registered charter provider response to the CITY issued notice:

- Within 72 hours for charter service requested to be provided in less than 30 days; or
- Within 14 calendar days, 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 UNIVERSITY is under no obligation to accept the interested registered charter service provider's offer.

6.3 The CITY price for Charter Service is Two Hundred Eight and 16/100 Dollars (\$208.16) per hour and is outside the scope of this agreement.

7. **RATES.**

7.1. The UNIVERSITY agrees to share 40% of the direct cost of services through reimbursement for required local share and capital replacement costs.

7.2. Total Transit 2027 Operating Cost Local Share \$1,570,263.

7.3. UNIVERSITY shall pay no more than \$615,481.00 for the 2026-2027 academic school year as follows:

7.3.1. For Fall Semester the UNIVERSITY agrees to pay \$301,429.00

- 7.3.2. For Spring Semester, UNIVERSITY agrees to pay \$314,052.00
- 7.4. The CITY shall invoice the UNIVERSITY for the 2026 Fall Semester no later than April 30, 2027. The City shall invoice the UNIVERSITY for the 2027 Spring Semester no later than June 30, 2027.
8. **FARE.** In lieu of paying the prevailing bus fare, UNIVERSITY students, faculty, and staff are instructed to show the bus driver their valid UNIVERSITY provided MavCARD. This program is limited to those students, faculty, and staff that are currently enrolled or employed by the UNIVERSITY for the fixed route service only, in the urbanized area served by the CITY.
- 8.1. The prevailing bus fare applies to all riders failing to present a valid UNIVERSITY MavCARD.
- 8.2. On-Demand Transit Services are available within the urbanized area at the prevailing fare and are exempt from this agreement.
9. **PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, 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.
10. **ADVERTISING.** Promotional efforts encouraging ridership are a shared responsibility between the CITY and the UNIVERSITY.
- 10.1. The printing of large posters for on-campus bus shelters shall be a UNIVERSITY responsibility.
- 10.2. Paper Bus Schedules will be provided by the CITY as necessary in amounts determined by UNIVERSITY. The CITY shall distribute CITY Bus Schedules to affected apartment complexes identified by the UNIVERSITY. The CITY and UNIVERSITY will collaborate on additional schedules prepared and printed at UNIVERSITY expense.
- 10.3. The CITY will advertise the service provided hereunder in appropriate media, including but not limited to, the Mankato Campus Reporter Newspaper display ads at the beginning of each semester.
- 10.4. Promotional novelties (e.g., key chains, lanyards, backpacks, etc.) are the financial responsibility of UNIVERSITY (due to grant restrictions for CITY) with a shared responsibility for distribution.

11. **AUTHORITY OF THE UNIVERSITY.** The UNIVERSITY enters into this Agreement by authorization of Minnesota Statute 136F, Subdivision 3.
12. **AUTHORITY OF THE CITY.** The CITY enters into this Agreement by authorization of its CITY Council by resolution adopted, a copy of which is attached as Exhibit 2 (Resolution).
13. **AMENDMENTS.** Any amendments to this agreement shall be made in writing and shall be executed by the same parties who executed the original agreement, or their successors in office.
14. **ASSIGNMENTS.** Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.
15. **AGREEMENT COMPLETE.** This agreement contains all negotiations and agreements between UNIVERSITY and CITY. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
16. **SEVERABILITY.** If any provisions of this agreement or the application thereof are 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.
17. **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. UNIVERSITY'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736 et seq., and other applicable laws. CITY's liability shall be governed by the provisions of Chapter 466 et. seq and other applicable laws.
18. **AUDITS.**
 - 18.1. 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.
 - 18.2. 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.
 - 18.3. 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.

- 18.4. 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.
19. **GOVERNMENT DATA PRACTICES ACT.** The CITY and UNIVERSITY must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by UNIVERSITY in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CITY in 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 the CITY or UNIVERSITY.
- 19.1. In the event the CITY receives a request to release the data referred to in this clause, the CITY must immediately notify UNIVERSITY. UNIVERSITY will give the CITY instructions concerning the release of the data to the requesting party before the data is released.
20. **NOTICE.** Any notice required to be given in this Agreement by either the CITY or UNIVERSITY shall be sufficient if provided via email or mailed by United States mail or actual personal service of the notice. Notice to the CITY 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 UNIVERSITY shall be emailed to Anne Gillespie at anne.gillespie@mnsu.edu or delivered to the Vice President for Finance and Administration, 238 Wigley Administration Center, Minnesota State University, Mankato, Mankato, MN 56001.
21. **NONDISCRIMINATION.** In connection with the performance of this Agreement, both the CITY and the UNIVERSITY 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.

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby:

MINNESOTA STATE UNIVERSITY, MANKATO

Recommended:

By: _____

David Cowan

Title: Facilities Services Director

Date: _____ Date: _____

Recommended:

By: _____

Dr. Brian Jones

Title: Acting V.P. for Student Affairs & Enrollment Management

Date: _____

Approved:

By: _____

Edward S. Inch

Title: President

Date: _____

AS TO FORM AND EXECUTION

By: _____

Renae Hiniker

Title: Office Administrator

Date: _____

CITY OF MANKATO

Approved:

By: _____

Susan MH Arntz

Title: City Manager

Minnesota State Joint Powers Agreement
OGC Revised January 2024

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Exhibit 1 (Bus Schedule)



