

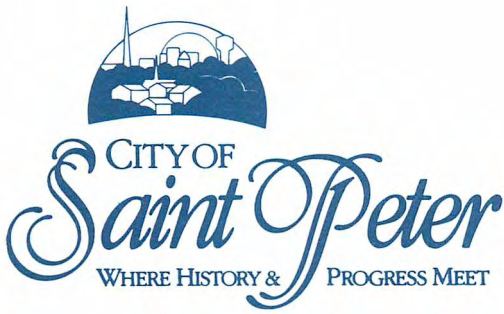
AGENDA AND NOTICE OF MEETING

MINNESOTA RIVER VALLEY TRANSIT JOINT POWERS BOARD

Wednesday, December 14, 2016 – 2:30 p.m.

Le Sueur City Hall, 203 South Second Street, Le Sueur
Council Chambers/Meeting Room

- I. **CALL TO ORDER**
- II. **APPROVAL OF AGENDA**
- III. **APPROVAL OF MINUTES**
- IV. **OLD BUSINESS**
None scheduled
- V. **NEW BUSINESS**
 - A. Lease Agreements
 - B. Interagency Agreements
 - C. Logo Ratification
 - D. Final Rate Approval
 - E. Staff Update
 - F. Radio Update
 - G. Driver's Manual
 - H. Rider Manual
 - I. Route/Connection/Stop Locations Update
 - J. New Meeting Schedule
 1. January 10th – in Saint Peter
 2. February __ - in Le Sueur
- VI. **REPORTS**
 1. Le Sueur
 2. Saint Peter
- VII. **ADJOURNMENT**



Memorandum

TO: Minnesota River Valley Transit Board Members **DATE:** 12/9/2016
FROM: Todd Prafke
City Administrator
RE: Transit Leases

ACTION/RECOMMENDATION

Provide approval to enter into lease agreements with the City of Saint Peter for use of space at City Hall in Saint Peter and with the City of Le Sueur for use of space at the transit facility in Le Sueur.

BACKGROUND

Staff recommends execution of leases with the two cities for use of office and garage space at the respective facilities in each community which is used by transit. A lease has been developed and is included for your review. The lease has already been approved by both City Councils.

In Saint Peter there is no change from the space that transit currently occupies. This lease was anticipated as part of the Joint Powers agreement. The lease is not just square footage. It also includes calculations for copies, IT assistance, utilities, break room use, phone costs and a number of other small things that take more to track on a monthly basis than it does to use average yearly numbers from the past two years and include it in the overall lease cost. The cost calculations for the Saint Peter lease were done by Finance Director O'Connell.

In Le Sueur there is no change from the space that transit currently occupies. This lease was anticipated as part of the Joint Powers agreement. The lease is not just square footage. It also includes calculations for copies, IT assistance, utilities, break room use, phone costs and a number of other small things that take more to track on a monthly basis than it does to use average yearly numbers from the past two years and include it in the overall lease cost. The cost calculations for the Le Sueur lease were done using the same theory and the same square footage costs at in the Saint Peter lease with additives for breakroom, copies phone cost and associated expenditures as described above.

Staff recommends approval be provided for execution of the lease agreements.

FISCAL IMPACT:

Funds for these leases, to be paid to the Cities will come from MRVT money made up of State Grant (80%) and local split (20%). This is similar to what the Cities were being paid by Transit Funds in the past.

ALTERNATIVES/VARIATIONS:

Do not act: Another solution and a review of the JPA and overarching plan would need to take place if not approved prior to the operational transfer to MRVT in early January.

Negative vote: Should the Board not approve execution of the lease a mess would ensue. This action is part of the plan for and is described in the Joint Powers Agreement signed by the both City Councils. If not approved, I am not sure how to exactly untangle what you have done previously, but can figure it out if the Board has other intention or plans to use alternate facilities in one or both cities.

Modification of the Resolution: This is always an option of the Board.

Please feel free to contact me should you have any questions or concerns on this agenda item.

TP/bal

**LEASE AGREEMENT BY AND BETWEEN THE CITY OF LE SUEUR AND
MINNESOTA RIVER VALLEY TRANSIT**

This Agreement made and entered into this 14th day of December, 2016, by and between the City of Le Sueur, Minnesota, a Minnesota municipal corporation, hereinafter referred to as "Lessor" and Minnesota River Valley Transit, hereinafter referred to as "Lessee";

WITNESSETH:

WHEREAS, Lessor is the owner of a building on lands owned by Lessor, known as the "Joint Services Building"; and

WHEREAS, Lessee is desirous of renting a portion of such building together with fixtures and personal property located therein all in accordance with the terms and conditions of this Lease Agreement.

NOW THEREFORE, in consideration of the covenants and agreements herein contained the parties hereto agree as follows, to-wit:

1. Lessor does hereby lease unto Lessee and Lessee does hereby hire from Lessor that portion of the Joint Services Building described in "Exhibit A" hereinafter referred to as "Leased Premise" together with access thereto, the use of parking spaces adjacent thereto and the use of the restrooms in such building.
2. Lessee shall use the Leased Premise for office space, the parking of Lessee's transit buses and use of a portion of the garage area of such Joint Services Building for parking, repair and maintenance and providing security for its' vehicles and for no other purposes unless mutually agreed upon between the parties hereto.
3. The term of this Lease shall commence on January 1, 2017, and terminate when indicated by either party after receipt of a notice providing a 120 day written notice.
4. Lessee shall pay to Lessor as rent under this Lease Agreement, the sum of \$20,562.84 per year to be paid in equal monthly installments commencing January 1, 2017, in the amount of \$1,713.57 with succeeding installments in like amount to be due monthly thereafter during the term of this Lease. Any installment of rent accruing under the provisions of this Lease that shall not be paid when due, shall require Lessee at Lessor's option to pay in addition to such rent, a late payment penalty of 5% of such rental payment.
5. Lessee shall not use or permit the Leased Premise of any part thereof to be used for any purpose or purposes other than the purpose or purposes for which the

Leased Premise is hereby leased and no use shall be made or permitted to be made of the Leased Premise or acts done which will cause a cancellation of any insurance policies covering the building located thereon or any part thereof nor shall Lessee sell or permit to be kept, used or sold in or about the Leased Premise any article which may be prohibited by the standard form of fire insurance policies. Lessee shall at its expense comply with all requirements pertaining to the Leased Premise of any insurance organization or company necessary for the maintenance of insurance as herein provided covering any building or appurtenance at any time located on the Leased Premise.

6. Lessee shall not commit or suffer to be committed any nuisance or waste on the Leased Premise.
7. Lessee shall be responsible during the term of this Lease, at its own expense and without any expense to Lessor, to keep and maintain the Leased Premise in good, sanitary and neat order, condition and repair.
8. Lease shall include basic utilities, including but not limited to electricity, building and liability insurance, telephone and internet service and hook-up, refuse removal and any other utilities that are used on or about the Leased Premise.
9. Lease shall include administrative and computer necessities, including anti virus software, Microsoft weekly updates, firewall, exchange server, backup and tapes, website and social media, software and video support, employee applications, purchase orders, payroll/receipt software maintenance, new employee forms and policies, timesheets, log sheets, pre-trip list, and bus maintenance software. (Office staff available to perform transit specific action items for these will be billed through payroll.)
10. In addition to the Leased Premise above described, Lessee shall also be entitled to use personal property owned by Lessor and located on or in the Leased Premise including non-exclusive use of the kitchen and kitchen facilities in the building, telephones, 2-way radios and other communication devices on the Leased Premise, computer, TV, VCR, wireless internet, desks, chairs, filing cabinets, shelving, carpeting, air conditioning, copy machine, tables, coat rack, waste receptacles, floor mats, computer hutch, work bench in garage, storage areas, bus washing equipment, shovels, broom, ice scrapers, battery charger, remotes for overhead power doors, 6-horse power air compressor, carbon monoxide gas detector, water softener and fire extinguishers. The use of the above described personal property shall be non-exclusive with the understanding that Lessor may allow other persons or entities to use such personal property.
11. Lessee has examined the Leased Premise and accepts it in its present condition. At the end of the term of this Lease and any and all renewals thereof, if any, Lessee shall quit and surrender the Leased Premise in as good condition as the

reasonable use thereof will permit and shall not make any major alterations, additions or improvements to said Premise without the express prior written consent of Lessor which shall not be unreasonably withheld. All erections, alterations, additions and improvements whether temporary or permanent in character which may be made upon the Leased Premise either by Lessee or Lessor (except moveable personal property of Lessee) installed at the expense of Lessee shall be the property of Lessor and shall remain upon and be surrendered with the Leased Premise as part thereof at the termination of this lease.

12. If any action at law or inequity should be brought to recover any rent under this Lease or for or on account of any breach of or to enforce or interpret any of the provisions of this Lease or for the recovery of the possession of the Leased Premise the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney's fees and costs, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.
13. Lessor shall have the right and privilege of inspecting the Leased Premise at all reasonable times upon reasonable notice given to Lessee during the duration of this Lease and any and all extensions and renewals thereof.
14. Lessee shall not be deemed to be in default hereunder in the payment of rent or the payment of any other monies as herein required or in the furnishing of any bond or insurance policy when required herein unless Lessor shall first give to Lessee seven (7) days written notice of such default and Lessee shall have failed to cure such default within such seven (7) day period.
15. The waiver by Lessor of or the failure of Lessor to take action with respect to any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach of Lessee of any term, covenant or condition of this lease other than the failure to Lessee to pay the particular rental so accepted regardless of Lessor knowledge of such preceding breach at the time of acceptance of such rent.
16. Any holding over after the expiration of the term of this lease with consent of Lessor shall be construed to be a tenancy from year-to-year at the same annual rental as required to be paid by Lessee for the period immediately prior to the expiration of the term hereof and shall otherwise be on the terms and conditions herein specified so far as applicable.
17. The covenants and conditions herein contained shall be subject to the provisions as to assignment, transfer and subletting and shall apply and bind the

successors and assigns of the parties hereto.

- 18. Time is of the essence of this lease and of each and every covenant, term, condition and provision hereof.
- 19. Lessee shall not sell, assign, or sublet all or any portion of the Leased Premise to a third party without the express written consent of Lessor. In the event that such consent is given by Lessor to any assignment, subletting or transfer such consent shall not be considered to be a waiver of this paragraph with reference to subsequent assignments, subletting or transfers of all or a portion of the above-described Leased Premise to any other third parties. Such consent shall not be unreasonably withheld.
- 20. In the event that Lessee should cause the deposit of any hazardous waste or create any environmental problem on the Leased Premise, Lessee shall be responsible for all necessary cleanup of such hazardous substance or environmental problem that may be necessary to satisfy the rules and regulations promulgated by the Minnesota Pollution Control Agency or the United States Environmental Protection Agency. The cost of such clean up shall be Lessee's responsibility and Lessee shall hold Lessor harmless and free and clear of any and all liability in connection therewith and shall indemnify Lessor for any loss occasioned thereby including reasonable attorney's fees and costs.

IN WITNESS WHEREOF the parties have executed this Lease at Saint Peter, Minnesota, on the day and year first written above

**MINNESOTA RIVER
VALLEY TRANSIT**

CITY OF LE SUEUR

Susan Carlin
Chairperson

Mayor

ATTEST:

Jenelle Teppen
City Administrator

STATE OF MINNESOTA)
) SS
COUNTY OF LE SUEUR)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Susan Carlin and _____, the chairperson and

_____ of the Minnesota River Valley Transit.

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF LE SUEUR)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____ and Jennelle Teppen, the Mayor and City Administrator of the City of Le Sueur.

Notary Public

**LEASE AGREEMENT BY AND BETWEEN THE CITY OF SAINT PETER AND MINNESOTA
RIVER VALLEY TRANSIT**

This Agreement is hereby made and entered into this 9th day of November, 2016, by and between the City of Saint Peter, Minnesota, a Minnesota municipal corporation, hereinafter referred to as "Lessor" and Minnesota River Valley Transit, hereinafter referred to as "Lessee".

WITNESSETH:

WHEREAS, Lessor is the owner of a building on lands owned by Lessor, known as Saint Peter Municipal Building ("City Hall");and

WHEREAS, Lessee is desirous of renting a portion of such building together with fixtures and personal property located therein all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained the parties hereto agree as follows, to-wit:

1. Lessor does hereby lease unto Lessee and Lessee does hereby hire from Lessor that portion of City Hall described in "Exhibit A" hereinafter referred to as "Leased Premise" together with access thereto, the use of parking spaces adjacent thereto and the use of the restrooms in such building.
2. Lessee shall use the Leased Premise for office space, the parking of Lessee's transit buses and use of a portion of the garage area of such City Hall for parking, repair and maintenance and providing security for its vehicles and for no other purposes unless mutually agreed upon between the parties hereto.
3. The term of this Lease shall commence on January 1, 2017, and terminate when indicated by either party after receipt of a 120 day written notice.
4. Lessee shall pay to Lessor as rent under this Lease Agreement, the sum of \$14,310.12 per year to be paid in equal monthly installments commencing January 1, 2017, in the amount of \$1,192.51 with succeeding installments in like amount to be due monthly thereafter during the term of this Lease. Any installment of rent accruing under the provisions of this Lease that shall not be paid when due, shall require Lessee at Lessor's option to pay in addition to such rent, a late payment penalty of 5% of such rental payment.
5. Lessee shall not use or permit the Leased Premise of any part thereof to be used for any purpose or purposes other than the purpose or purposes for which the Leased Premise is hereby leased and no use shall be made or permitted to be made of the Leased Premise, or acts done which will cause a cancellation of any insurance policies covering the building located thereon or any part thereof, nor shall Lessee sell or permit to be kept, used or sold in or about the Leased Premise any article which may be prohibited by the standard form of fire insurance policies. Lessee shall, at its own expense, comply with all requirements pertaining to the Leased Premise of any insurance organization or company necessary for the maintenance of insurance as herein provided covering any building or appurtenance at any time located on the Leased Premise.

6. Lessee shall not commit or suffer to be committed any nuisance or waste on the Leased Premise.
7. Lessee shall be responsible during the term of this Lease, at its own expense and without any expense to Lessor, to keep and maintain the Leased Premise in good, sanitary and neat order, condition and repair.
8. Lease shall include basic utilities, including but not limited to electricity, building and liability insurance, telephone and internet service and hook-up, refuse removal and any other utilities that are used on or about the Leased Premise.
9. Lease shall include administrative and computer necessities, including anti-virus, patch Tuesday, firewall, exchange, backup and tapes, website and social media, software and video support, employee applications, purchase orders, payroll/receipt software maintenance, new employee forms and policies, timesheets, log sheets, pre-trip list, and bus maintenance software. (Office staff available to perform transit specific action items for these will be billed through payroll.)
10. In addition to the Leased Premise above described, Lessee shall also be entitled to use personal property owned by Lessor and located on or in the Leased Premise including non-exclusive use of the kitchen and kitchen facilities in the building, telephones, 2-way radios and other communication devices on the Leased Premise, TV, VCR, wireless internet, desks, chairs, filing cabinets, shelving, carpeting, air conditioning, copy machine, tables, waste receptacles, floor mats, computer hutch, storage areas, shovels, broom, ice scrapers, battery charger, remotes for overhead power doors, carbon monoxide gas detector, water softener and fire extinguishers. The use of the above described personal property shall be non-exclusive with the understanding that Lessor may allow other persons or entities to use such personal property.
11. Lessee has examined the Leased Premise and accepts it in its present condition. At the end of the term of this Lease and any and all renewals thereof, Lessee shall quit and surrender the Leased Premise in as good condition as the reasonable use thereof will permit and shall not make any major alterations, additions or improvements to said Premise without the express prior written consent of Lessor which shall not be unreasonably withheld. All erections, alterations, additions and improvements whether temporary or permanent in character which may be made upon the Leased Premise either by Lessee or Lessor (except moveable personal property of Lessee) installed at the expense of Lessee shall be the property of Lessor and shall remain upon and be surrendered with the Leased Premise as part thereof at the termination of this lease.
12. If any action at law or in equity should be brought to recover any rent under this Lease or for or on account of any breach of or to enforce or interpret any of the provisions of this Lease or for the recovery of the possession of the Leased Premise the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney's fees and costs, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.
13. Lessor shall have the right and privilege of inspecting the Leased Premise at all reasonable times upon reasonable notice given to Lessee during the duration of this Lease and any and all extensions and renewals thereof.

14. Lessee shall not be deemed to be in default hereunder in the payment of rent or the payment of any other monies as herein required or in the furnishing of any bond or insurance policy when required herein unless Lessor shall first give to Lessee seven (7) days written notice of such default and Lessee shall have failed to cure such default within such seven (7) day period.
15. The waiver by Lessor of or the failure of Lessor to take action with respect to any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach of Lessee of any term, covenant or condition of this lease other than the failure to Lessee to pay the particular rental so accepted regardless of Lessor knowledge of such preceding breach at the time of acceptance of such rent.
16. Any holding over after the expiration of the term of this lease with consent of Lessor shall be construed to be a tenancy from year-to-year at the same annual rental as required to be paid by Lessee for the period immediately prior to the expiration of the term hereof and shall otherwise be on the terms and conditions herein specified so far as applicable.
17. The covenants and conditions herein contained shall be subject to the provisions as to assignment, transfer and subletting and shall apply and bind the successors and assigns of the parties hereto.
18. Time is of the essence of this lease and of each and every covenant, term, condition and provision hereof.
19. Lessee shall not sell, assign, or sublet all or any portion of the Leased Premise to a third party without the express written consent of Lessor. In the event that such consent is given by Lessor to any assignment, subletting or transfer such consent shall not be considered to be a waiver of this paragraph with reference to subsequent assignments, sublettings or transfers of all or a portion of the above-described Leased Premise to any other third parties. Such consent shall not be unreasonably withheld.
20. In the event that Lessee should cause the deposit of any hazardous waste or create any environmental problem on the Leased Premise, Lessee shall be responsible for all necessary cleanup of such hazardous substance or environmental problem that may be necessary to satisfy the rules and regulations promulgated by the Minnesota Pollution Control Agency or the United States Environmental Protection Agency. The cost of such clean up shall be Lessee's responsibility and Lessee shall hold Lessor harmless and free and clear of any and all liability in connection therewith and shall indemnify Lessor for any loss occasioned thereby including reasonable attorney's fees and costs.

IN WITNESS WHEREOF the parties have executed this Lease at Saint Peter, Minnesota, on the day and year first written above.

**MINNESOTA RIVER
VALLEY TRANSIT**

CITY OF SAINT PETER

Susan Carlin
Chairperson

Charles Zieman
Mayor

ATTEST:

MRVT _____

Todd Prafke
City Administrator

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Susan Carlin and _____, the chairperson and _____ of the Minnesota River Valley Transit.

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF NICOLLET)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Charles Zieman and Todd Prafke, the Mayor and City Administrator of the City of Saint Peter.

Notary Public

MINNESOTA RIVER VALLEY TRANSIT AUTHORITY

RESOLUTION NO. 2016-

**STATE OF MINNESOTA)
COUNTY OF NICOLLET)
COUNTY OF LE SUEUR)**

RESOLUTION AUTHORIZING EXECUTION OF LEASE AGREEMENTS

WHEREAS, Minnesota River Valley Transit Authority (MRVT) operates a transit system that is funded by a combination of State Department of Transportation funds and fares; and

WHEREAS, in order to continue operation of the transit system it is necessary to secure leasable office and garage space; and

WHEREAS, the Cities of Le Sueur and Saint Peter have provided lease space to their individual transit systems in the past; and

WHEREAS, the Minnesota River Valley Transit Authority finds the transit system to be a valuable benefit to the residents of the Community.

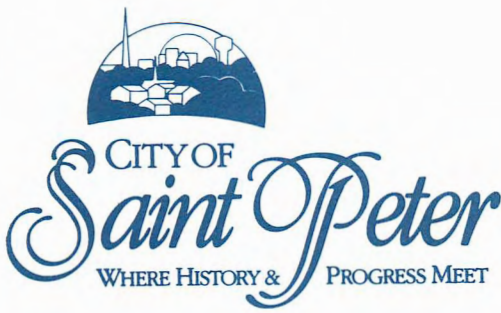
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE MINNESOTA RIVER VALLEY TRANSIT AUTHORITY, THAT:

1. The MRVT Board Chair is hereby authorized to enter into a lease agreement with the City of Le Sueur for lease space located at _____ in Le Sueur.
2. The MRVT Board Chair is hereby authorized to enter into a lease agreement with the City of Saint Peter for lease space located at 227 South Front Street in Saint Peter.

Adopted by the Board of the Minnesota River Valley Transit Authority this 14th day of December, 2016.

Susie Carlin
Board Chair

ATTEST:



Memorandum

TO: Minnesota River Valley Transit Board

DATE: 12/9/2016

FROM: Todd Prafke
City Administrator

RE: Transit Interagency Agreement

ACTION/RECOMMENDATION

Provide approval to enter into interagency agreements with the City of Saint Peter and the City of Le Sueur.

BACKGROUND

Staff recommends authorization be provided for execution of Interagency Agreements with the cities as part of the overarching plan for your Joint Powers relationship and is the document that provides the framework for MRVT buying personnel services from the City of Saint Peter and fiscal management services from the City of Le Sueur. Copies of both documents are attached.

As you may recall, the plan is that Saint Peter will provide all the human resource functions and employees for operation of the MRVT system and MRVT will reimburse Saint Peter for those costs. Le Sueur will provide all fiscal management services and bill costs related to that service to Minnesota River Valley Transit.

These agreements have been reviewed by the Transit Office of the Minnesota Department of Transportation and both City Councils have approved execution of their respective documents.

Staff recommends approval be provided for execution of the interagency agreements.

FISCAL IMPACT:

This action will provide for an exchange of service for pay which is included in the Minnesota River Valley Transit budget.

ALTERNATIVES/VARIATIONS:

Do not act: Another solution and a review of the JPA and overarching plan would need to take place if not approved prior to the operational transfer to MRVT in early January.

Negative vote: Should the Board not approve execution of the interagency agreements, a mess would ensue. This action is part of the plan and is described in the Joint Powers Agreements.

Modification of the Resolution: This is always an option of the Board.

Please feel free to contact me should you have any questions or concerns on this agenda item.

TP/bal

**INTERAGENCY SERVICE AGREEMENT PROVIDING FOR HUMAN RESOURCES
MANAGEMENT AND EMPLOYEE SERVICES BETWEEN THE CITY OF SAINT PETER AND
MINNESOTA RIVER VALLEY TRANSIT AUTHORITY**

This agreement for the provision of Human Resources and Employee services is made and entered into this ___ day of _____ 201_, by and between the Minnesota River Valley Transit Authority (MRVT) and City of Saint Peter (CITY) (collectively, the "Parties"),

WITNESSETH:

WHEREAS, local units of government are empowered under Minnesota Statutes Section 471.59 jointly and cooperatively to exercise any power common to the contracting parties or any similar powers; and

WHEREAS, MRVT provides public transportation services within the jurisdictions of Saint Peter and Le Sueur and other areas allowed by their operating agreements with the Minnesota Department of Transportation; and

WHEREAS, the Parties desire to provide for an agreement between and among them for the provision of Human Resources and Employee services by the City of Saint Peter and Financial Management Services by the City of Le Sueur; and

WHEREAS, it is the resolution of duly elected and appointed bodies of the Parties that it is in the best interests of the people of each to enter into such an agreement in order to effectively and efficiently provide public transit services,

NOW THEREFORE,

1. CITY shall:

- a) Provide all employees needed for the operations and management of a public transit system within the service area established by the MRVT.
- b) Properly computer code, bill MRVT and pay the following:
 - Employee salary;
 - Employee insurance and benefits, as set out and required in the City of Saint Peter Personnel Policy;
 - Federal and State withholding taxes, including FICA;
 - Worker's Compensation Premiums;
 - Unemployment benefits;
 - Recruitment and hiring process;
 - Required reporting to state and federal governments related to pay and employment processes;
 - Discipline up to and including termination;
 - Training, supervision and management
 - All other employee costs itemized and submitted to the MRVT.

2. MRVT shall reimburse CITY, within 5 days of billing the following:

- Salary;
- Employee insurance and benefits, as set out and required in the City of Saint Peter Personnel Policy;
- Federal and State withholding taxes, including FICA;
- Worker's Compensation Premiums;
- Unemployment benefits;
- Recruitment and hiring process;
- Required reporting to state and federal governments related to pay and employment processes;
- Discipline up to and including termination;
- Training, supervision and management
- All other employee costs itemized and submitted to the MRVT.

In the event of termination of the agreement MRVT shall be responsible for all employee related cost of the termination including but not limited to unemployment claims and accrued employee benefits.

3. Records and Reporting. The CITY shall provide regular reports to the MRVT Board on:

- a) Number of employees;
- b) Hours worked;
- c) Job Descriptions;
- d) Benefits provided to employees:
- e) Training and educational opportunities, certification and licensing
- f) Other matters which affect the interests of the Board MRVT.

The books and records of the MRVT shall be open to inspection by members at all reasonable times, and by the public pursuant to Minnesota Statutes, Chapter 13.

4. Indemnification. For purposes of the Minnesota Municipal Tort Liability Act (Minnesota Statutes, chapter (466), the employees and officers of the CITY are deemed to be employees (as defined in Minnesota Statutes, section 466.01, subd. 6) of the MRVT.

The MRVT agrees to defend and indemnify the CITY against any claims brought or actions filed against the CITY or any officer, employee, or volunteer of the CITY for injury to, death of, or damage to the property of any third person or persons, arising from the performance of the duties required of the CITY by the MRVT pursuant to this agreement.

Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes, chapter 466, applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party. The intent of this subdivision is to impose on MRVT a limited duty to defend and indemnify the CITY for claims arising out of MRVT'S operations subject to the limits of liability under Minnesota Statutes, chapter 466. The purpose of creating this duty to

defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

5. Effective date; termination. This agreement shall become effective on execution by all parties hereto, and shall continue in force until a party hereto gives the other contracting parties 180 calendar days written notice of its termination, delivered to the City Administrator(s) of SAINT PETER. The termination will be effective on the 181st calendar day after notice or by an alternative date as agreed to by the parties.

6. Voluntary and Knowing Action: The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

7. Authorized Signatories: The parties each represent and warrant to the others that:

(1) The persons signing this Agreement are authorized signatories for the entities represented, and

(2) No further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the others harmless against any breach of the foregoing representation and warranty.

8. Notices: The Members representatives for notification for all purposes are:

MRVT

SAINT PETER

City Administrator's Office
227 South Front Street
Saint Peter, Minnesota 56082

9. Assignment: This Agreement may not be assigned by a Party without the written consent of the other.

10. Modifications/Amendment: Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representatives of all of the Parties hereto. The Parties may propose amendments to this Agreement. The Party seeking to amend shall present the proposed amendment in writing to the other Party.

11. Records—Availability and Retention: Pursuant to Minn. Stat. §16C.05, subd. 5, the Parties agree that any Party, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to employment practices and procedures and involve employees that are assigned to work for MRVT related to this Agreement.

12. Data Practices: The Parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, and

Section 13.01 *etseq.*

13. **No Waiver:** Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.
14. **Entire Agreement:** These terms and conditions constitute the entire Agreement between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
15. **Savings Clause:** If any section, subdivision or provision of this Agreement shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, subdivision or provision shall not invalidate or render unenforceable any of the remaining provision hereof.
16. **Counterparts:** This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this agreement is signed by authorized representatives of the units of government, all pursuant to approval for the agreement and the signing of the same duly given by each of their respective Council duly made, seconded and carried, all effective on the day and year first hereinbefore written.

CITY OF SAINT PETER

**MINNESOTA RIVER VALLEY TRANSIT
AUTHORITY**

Charles Zieman
Mayor

MRVT Chairperson

ATTEST:

Todd Prafke
City Administrator

MRVT

**STATE OF MINNESOTA)
) SS
COUNTY OF NICOLLET)**

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Charles Zieman and Todd Prafke, the Mayor and City Administrator of the City of Saint Peter, Minnesota.

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF NICOLLET)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____ and _____ the duly
authorized Chairperson and Board member of the Minnesota River Valley Transit Authority

Notary Public

Interagency HR 11042016.docx

INTERAGENCY SERVICE AGREEMENT PROVIDING FOR FINANCIAL MANAGEMENT SERVICES BETWEEN THE CITY OF LE SUEUR AND MINNESOTA RIVER VALLEY TRANSIT AUTHORITY

This agreement for the provision of Financial Management services is made and entered into this ____ day of _____ 201_, by and between the Minnesota River Valley Transit Authority (MRVT) and City of Le Sueur (CITY) (collectively, the "Parties"),

WITNESSETH:

WHEREAS, local units of government are empowered under Minnesota Statutes Section 471.59 jointly and cooperatively to exercise any power common to the contracting parties or any similar powers; and

WHEREAS, MRVT provides public transportation services within the jurisdictions of Le Sueur and Saint Peter and other areas allowed by their operating agreements with the Minnesota Department of Transportation; and

WHEREAS, the Parties desire to provide for an agreement between and among them for the provision of Human Resources and Employee services by the City of Saint Peter and Financial Management Services by the City of Le Sueur; and

WHEREAS, it is the resolution of duly elected and appointed bodies of the Parties that it is in the best interests of the people of each to enter into such an agreement in order to effectively and efficiently provide public transit services,

NOW THEREFORE,

1. CITY shall provide all financial management needed for the operations and management of a public transit system within the service area established by the MRVT. In providing for financial management the CITY shall provide accounting, accounts receivable, accounts payable, investing, invoicing of services, appropriate financial controls, and auditing all account related to MRVT accounts in accordance with GASB standards, budgeting support and budget, rate analysis and conformance and compliance with grant requirements. For which, the CITY will bill MRVT \$500.00-annually payable on the first day business day of each fiscal year.
2. MRVT shall provide payment to the CITY the sum of \$500 annually for services associated with the service provided as set forth in this agreement. In the event of termination of the agreement MRVT shall be responsible for all employee related cost of the termination including but not limited to unemployment claims and accrued employee benefits.
3. Records and Reporting. The City shall provide a regular reports to the MRVT on Accounts payable, Accounts receivable, Budget and budget projections, Fares and advertising sales, use of grant funds, other matters which affect the interests of the Board.

The books and records of the Joint Powers Board shall be open to inspection by members at all reasonable times, and by the public pursuant to Minnesota Statutes, Chapter 13.

4. Indemnification. For purposes of the Minnesota Municipal Tort Liability Act (Minnesota Statutes, chapter (466), the employees and officers of the CITY are deemed to be employees (as defined in Minnesota Statutes, section 466.01, subd. 6) of the MRVT.

The MRVT agrees to defend and indemnify the CITY against any claims brought or actions filed against the CITY or any officer, employee, or volunteer of the CITY for injury to, death of, or damage to the property of any third person or persons, arising from the performance of the duties required of the CITY by the MRVT pursuant to this agreement.

Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes, chapter 466, applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party. The intent of this subdivision is to impose on MRVT a limited duty to defend and indemnify the CITY for claims arising out of MRVT'S operations subject to the limits of liability under Minnesota Statutes, chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

5. Effective date; termination. This agreement shall become effective on execution by all parties hereto, and shall continue in force until a party hereto gives the other contracting parties 180 calendar days written notice of its termination, delivered to the City Administrator(s) of LE SUEUR. The termination will be effective on the 181st calendar day after notice or by an alternative date as agreed to by the parties.

6. Voluntary and Knowing Action: The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

7. Authorized Signatories: The parties each represent and warrant to the others that:

- A. The persons signing this Agreement are authorized signatories for the entities represented, and
- B. No further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the others harmless against any breach of the foregoing representation and warranty.

8. Notices: The Members representatives for notification for all purposes are:

MRVT

LE SUEUR

Le Sueur, Minnesota 56058

9. Assignment: This Agreement may not be assigned by a Party without the written consent of the other.

10. Modifications/Amendment: Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representatives of all of the Parties hereto. The Parties may propose amendments to this Agreement. The Party seeking to amend shall present the proposed amendment in writing to the other Party.
11. Records—Availability and Retention: Pursuant to Minn. Stat. §16C.05, subd. 5, the Parties agree that any Party, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to financial practices and procedures related to this Agreement.
12. Data Practices: The Parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
13. No Waiver: Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.
14. Entire Agreement: These terms and conditions constitute the entire Agreement between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
15. Savings Clause: If any section, subdivision or provision of this Agreement shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, subdivision or provision shall not invalidate or render unenforceable any of the remaining provision hereof.
16. Counterparts: This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this agreement is signed by authorized representatives of the units of government, all pursuant to approval for the agreement and the signing of the same duly given by each of their respective Council duly made, seconded and carried, all effective on the day and year first hereinbefore written.

CITY OF LE SUEUR

**MINNESOTA RIVER VALLEY TRANSIT
AUTHORITY**

Robert Broeder
Mayor

MRVT Chairperson

ATTEST:

MINNESOTA RIVER VALLEY TRANSIT AUTHORITY

RESOLUTION NO. 2017-

**STATE OF MINNESOTA)
COUNTY OF NICOLLET)
COUNTY OF LE SUEUR)**

RESOLUTION AUTHORIZING EXECUTION OF INTERAGENCY AGREEMENTS

WHEREAS, Minnesota River Valley Transit Authority (MRVT) operates a transit system that is funded by a combination of State Department of Transportation funds and fares; and

WHEREAS, in order to continue operation of the transit system it is necessary to secure employees, human resources and fiscal administration functions; and

WHEREAS, the Cities of Le Sueur and Saint Peter have provided these services for transit activities in the past; and

WHEREAS the Joint Powers Agreement entered into by the Cities of Le Sueur and Saint Peter contemplated the Joint Powers Board contracting for service from each City; and

WHEREAS, the Minnesota River Valley Transit Authority finds the transit system to be a valuable benefit to the residents of both communities.

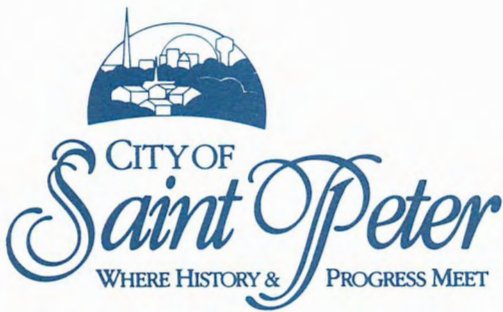
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE MINNESOTA RIVER VALLEY TRANSIT AUTHORITY, THAT:

1. The MRVT Board Chair is hereby authorized to enter into an Interagency Agreement with the City of Le Sueur for Financial Management Services.
2. The MRVT Board Chair is hereby authorized to enter into an Interagency Agreement with the City of Saint Peter for Human Resources Management and Employee Services.

Adopted by the Board of the Minnesota River Valley Transit Authority this 14th day of December, 2016.

Susie Carlin
Board Chair

ATTEST:



Memorandum

TO: Todd Prafke
City Administrator

DATE: December 5, 2016

FROM: Paula O'Connell
Director of Finance

RE: Transit Fare Structure Changes

ACTION/RECOMMENDATION

Approve modified Transit Fare Structure.

BACKGROUND

In 2015 Minnesota Department of Transportation (MN/DOT) Office of Transit (OT) funded a study of existing transit systems as part of the overall Transit Restructuring Plan for consolidation and regionalization of public transit in the Saint Peter, Le Sueur and Mankato area. One of the steps in their process was to conduct a Strength, Weakness, Opportunity and Threat analysis of the existing transit providers in the area. One of the Saint Peter Transit weaknesses identified in the study was a "very complex fare system of passes and ticket books."

There is no proposed change for fares in Le Sueur it's routes or any of the services provided there.

Saint Peter Transit currently has different fares for Route, Dial a Ride and Kasota rides. Fortunately, the Route and Dial a Ride fares are relatively easy to explain both to passengers and to new drivers as the Dial a Ride fare is simply double the Route fare. The structure becomes more complex with the addition of separate fares for riders to Kasota. The different fare for Kasota also necessitates different tickets for Kasota rides. Part time drivers who travel infrequently to Kasota find it difficult to remember the correct fares.

Transit fares for Saint Peter Route rides are currently:

\$1.75 for an adult or 1 adult ticket
\$1.00 for a senior or 1 Senior Ticket
\$0.50 for a pre-school (ages up to 6 years)

The proposed "new" fare structure would simply take the existing progression of fares used for Saint Peter passengers, double the Route fare for Dial a Ride, and triple it for Kasota fares. The impact for Kasota adult passengers would be an increased cost of \$0.75 per ride using either cash or tickets. Kasota senior passengers using tickets would see a \$0.63 increase in the fare cost, but the cash fare would remain the same at \$3.00.

MINNESOTA RIVER VALLEY TRANSIT

RESOLUTION NO. 2016 -

**STATE OF MINNESOTA)
COUNTY OF NICOLLET)
COUNTY OF LE SUEUR)**

RESOLUTION ESTABLISHING RATES AND FARES

WHEREAS, the Minnesota River Valley Transit (MRVT) has been established by the Cities of Le Sueur and Saint Peter; and

WHEREAS, the MRVT is duly authorized to provide for transit services as outlined in a Joint Powers Agreement; and

WHEREAS, the Minnesota River Valley Transit operates a transit system that is funded by a combination of City and State Department of Transportation funds; and

WHEREAS, changes in Kasota fares will simplify fares and decrease staff time; and

WHEREAS, the change in fares will make the payment system less complex for system riders; and

WHEREAS, providing for the services includes setting fares and rates for those services.

NOW, THEREFORE, BE IT RESOLVED BY THE MINNESOTA RIVER VALLEY TRANSIT BOARD THAT:

1. Staff is directed to set regular fares at the same levels as were set for the City of Le Sueur for services provided in Le Sueur during the 2016 year.
2. Staff is directed to set regular fares at the same levels as were set for the City of Saint Peter for services provided in Saint Peter during the 2016 year excepting fares to Kasota which will be set as follows:

Adult	\$5.25 cash or 3 tickets (\$3.75)
Senior	\$3.00 cash or 3 tickets (\$2.63)
Pre-School	\$1.50 cash

3. Charges and fees for services that are provided fewer than five (5) times per year and are intermittent in nature, including Leaf Trip, Sober Bus, event transportation, and others will be recommended by the Transit Operations Manager in consultation with the Transit Compliance Manager and established with approval by the Operations Board based on the average cost per service hour and using the judgment of the Operations Board as to an amount that is appropriate to recover operational costs.
4. The one way fare for route service between established destination points in the cities of Saint Peter and Le Sueur and Mankato will be \$6.00.

Adopted by the Minnesota River Valley Transit Board this 14th day of December, 2016.

Susie Carlin
Board Chair

ATTEST:

