

**\*\*\*DRAFT\*\*\***  
**KANDIYOHI RENVILLE TRANSIT**  
**JOINT POWERS AGREEMENT**

This **joint powers** agreement, **for public transit services** is made and entered into this 20<sup>th</sup> day of May, 2014, by and between the Counties of Kandiyohi and Renville and the City of Willmar, Minnesota (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, Kandiyohi Area Transit (“KAT”), an independent joint powers entity formed by Kandiyohi County and the City of Willmar, currently provides public transportation services throughout Kandiyohi County and the City of Willmar; and

WHEREAS, Renville County currently provides public transportation services throughout Renville County; and

WHEREAS, the Parties desire to provide for an agreement between and among them establishing a \_\_\_\_\_ Transit Board (hereinafter referred to as “Transit Board”) to succeed KAT and Renville County’s current public transit operations and for purposes of providing a coordinated service delivery and funding source for public transportation throughout Kandiyohi County, Renville County, and the City of Willmar (the “Service Area”); and

WHEREAS, it is the resolution of the Kandiyohi County Board of Commissioners, Renville County Board of Commissioners, and the Willmar City Council that it is in the best interests of the people of each to enter into such an agreement in order to obtain funding and provide centralized planning and implementation of needed transit services in this portion of rural Minnesota;

NOW THEREFORE, the undersigned parties jointly agree as follows:

1. Joinder of Local Units of Government. The undersigned local units of government hereby join together for the purposes of coordinating service delivery and providing a funding source for public transportation in and among said area through the \_\_\_\_\_ Transit Board.

2. Funding Sources. It is intended and anticipated that funding for activities and programs administered under this Joint Powers Agreement shall come primarily from grant monies. The financial commitment of each member local unit of government is limited to the Transit Board's operating and capital costs obligation to the Minnesota Department of Transportation as determined annually by MnDOT, which responsibility shall be borne by the Parties in equal amounts.

If future additional funding is required of the member local units of government, this will be accomplished by separate resolution.

3. Board Makeup. The Transit Board shall consist of two members appointed by Kandiyohi County from its County Board, two members appointed by the City of Willmar from its City Council, two members appointed by Renville County from its County Board, and two elected officials from the remaining local units of government in Kandiyohi County and Renville County that are otherwise unrepresented on the Transit Board, to be appointed at large by the Transit Board. Any local units of government represented on the Transit Board may appoint an alternate members, who may act in the place and stead of an absent Transit Board member from that local unit of government including the exercise of all voting rights of that member.

4. Exercise of Powers. The powers of the Transit Board shall be exercised by the members appointed to the Transit Board by each member's local unit of government.

5. Meetings. The Transit Board shall meet at least biannually on a schedule determined by the Board **in compliance with all applicable requirements of Minnesota Statutes, Chapter 13D.** Notice of meetings to **Board members** will take

place no less than **seven** days prior to the meeting by phone, mail, or email. Mileage will be reimbursed at the regular agency rate if the board member uses his or her own vehicle to attend meetings. Car-pooling is encouraged whenever possible. Mileage requests must be submitted using an agency mileage form and signed by the board member claiming reimbursement. A supervisor will review all mileage reimbursement requests for reasonableness before being paid.

6. Terms of Members. The terms of the Transit Board members shall be for up to one year, whose terms shall run through December 31 of the year of their appointment. The members serve at the pleasure of their respective governing body. At the end of their terms, the individual Transit Board members may be reappointed by their respective governing body.

7. Transit Board Voting. Each Transit Board member shall have one vote. Voting by proxy shall not be allowed, except that an alternate member may vote as provided in item 3, above. Except as specifically provided to the contrary in this Agreement, a quorum shall consist of a simple majority of board members (or their alternates), and at least one voting member (or alternate) from the County of Kandiyohi, the County of Renville, and the City of Willmar.

8. Officers. Officers of the Transit Board shall be a chair, vice-chair, and treasurer, to be elected at its first meeting, whose terms shall run through December 31 of the year following their initial election. Terms thereafter shall be for one year. At the last meeting prior to completion of an officer's term, his or her successor shall be elected. This provision shall not prohibit an officer's reelection. Officers shall be chosen from among the voting Transit Board members.

Agents of the Transit Board shall be selected in accordance with procedures adopted by the Transit Board.

9. Finances. The Transit Board shall prepare an annual budget presented to each member unit of government for review and comment no later than July 31 of each

year. The Transit Board shall consider any such comments received by a member unit of government in good faith, however the Transit Board shall have exclusive and final decision making authority with respect to its budget.

10. Records and Reporting. The Transit Board shall receive a monthly financial report of all expenditures, receipts, and current fund balances from the Executive Director. The Transit Board shall cause to be made an annual audit of its books and accounts and shall make and file a report to its members including a) financial condition; b) status of projects; c) business transacted; and d) other matters which affect the interests of the Transit Board. The books and records of the Transit Board shall be open to inspection by members' at all reasonable times, and by the public pursuant to Minnesota Statutes, Chapter 13.

11. Powers. The Transit Board is authorized and empowered to expend funds for the purpose of establishing, funding, coordinating, administering, and operating a Public Transportation Service, including but not limited to providing the transit services listed on Exhibit A attached hereto, and for any other activities necessary for an efficient Public Transportation Service.

12. Use of Earnings. No part of any net earnings of the Transit Board or any transit programs established, funded, coordinated, administered or operated thereunder shall be distributed to, or otherwise benefit its members, directors, officers or other private person, except that the Transit Board shall be authorized and empowered to pay reasonable compensation for services rendered.

13. Contracting. The Transit Board may enter into contracts or otherwise provide for the establishment, funding, coordination, administration and operation of Public Transportation Services, except that the Transit Board has no authority to bind any individual member unit of government to the expenditure of funds.

14. Property. The Transit Board may acquire and hold, lease, and convey personal property necessary for the administration, operation, and coordination of a

Public Transit System. At such time as the Transit Board is dissolved, any capital equipment or personal property contributed to the Transit Board by a member Party shall be returned to such Party, and any capital equipment, personal property or other assets otherwise acquired or held by the Transit Board shall be dispersed equally among the member units of government. All prior owned transit property, as more specifically detailed on the attached Exhibit B, will be transferred to the Transit Board, upon the effective date of this Agreement.

15. Bylaws and Operating Procedures. The Transit Board may adopt such operating procedures as are necessary for its effective operation, and shall have bylaws which shall govern the operation of the Transit Board and which shall initially be adopted by a majority vote of all voting members. Thereafter, the bylaws and operating procedures may be amended by a majority vote of members (or alternates) at a regular meeting or a special meeting called on at least seven days' notice to Transit Board members.

16. Transit System Operations Board.

A. Membership: The Transit Board shall hereby establish a 14 member Transit System Operations Board consisting of one member representing the following groups and no county shall have less than five representatives:

Kandiyohi County	Health Care Organization
City of Willmar	Consumer (Disabilities)
Renville County	Consumer (Seniors)
Other Participating Communities	Consumer (Employee)
Human Service Organization	Education
Long Term Care	Business
Senior Organization	Other Ethnic Communities

B. Appointment: The Transit Board shall make appointments to the Transit System Operations Board pursuant to solicitation of citizens through the local media. All nominees shall be required to complete the “application for appointment” on the forms prescribed by the Transit Board. The application shall include letter(s) of support for the individual from representative groups throughout the local area.

C. Terms of members: The terms of the Transit System Operations Board members shall be for four (4) years. In the first year of appointment a sufficient number of members shall be appointed to two (2) year terms and three (3) year terms to assure that a maximum of five (5) member terms would expire in any given year. At the end of their terms, the individual Transit System Operations Board members may be reappointed with no limiting length of service.

D. Voting: Each Transit System Operations Board member shall have one vote. Voting by proxy shall not be allowed. Except as specifically provided to the contrary in this Agreement, a quorum shall consist of a simple majority of currently approved Transit System Operations board members. Voting and board participation by interactive television is allowed for the Operations Board, pursuant to the requirements of Minnesota Statutes, Section 13D.02.

E. Officers: Officers of the Transit System Operations Board shall be a chair, vice-chair, and secretary to be elected at its first meeting called in each calendar year, whose terms shall run until a successor is elected in a new calendar year. This provision shall not prohibit an officer’s re-election. Officers shall be chosen from among the voting Transit System Operations Board members.

F. Powers and Duties: The Transit System Operations Board shall:

- 1) Supervise and oversee the development of an annual transit services plan.

2) Adopt and promulgate such rules and regulations for the operation of the transit system, as it shall from time to time deem necessary, subject to the veto power of the Transit Board.

3) Monitor and evaluate the effectiveness of the transit services.

4) Monitor the program expenses and adherence to the approved budget.

5) Evaluate the effectiveness of the procedures for the collection of fares, contracts, and other revenue sources.

6) Make recommendations for revenue enhancement options.

7) Recommend marketing plans to improve ridership.

8) Provide direction in the development of transit contracts for supplies, materials, equipment, facilities, and labor subject to such bidding as may be required by law.

9) Conduct interviews and recommend to Transit Board, the better option for securing the services of an Executive Director and conducting evaluations of same.

10) Make such bylaws, as it may deem necessary for its own meetings.

17. Executive Director. The Transit Board shall secure the services of an Executive Director who will be charged with the responsibility to design an affordable, accessible and cost effective transportation plan under the direction of the Transit System Operations Board, and perform the following additional functions.

A. Draft an annual transit services plan under the direction of the Transit System Operations Board and assure the Transit Board that a "Public Transit Assistance Application", is submitted to the MN/DOT Office of Transit in compliance with current regulation.

B. Contract or employ the services of a transit system operations supervisor, dispatchers, and drivers and other positions as it shall from time to time deem necessary.

C. Control and monitor the fiscal duties of the transit system including monitoring the internal controls for the safeguarding of assets, collected fares, grant moneys, tokens, and other various revenue sources and verifying the

legitimacy of bills, purchase orders, and other forms of debt incurred by the transit system, and provide monthly reports of the same to the Transit Board pursuant to Paragraph 10 above.

18. Insurance

A. The Transit Board will maintain liability coverage with a minimum limit equal to or greater than the maximum liability of municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as amended.

B. Alternatively, the Transit Board may maintain equivalent private liability insurance coverage. Such private liability insurance policies must comply with the following requirements:

- Each policy shall have a limit of at least \$2 million per occurrence. If the policy contains a general aggregate limit, the general aggregate limit shall not be less than \$2,000,000.
- The insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and contractually-assumed liability.

C. Each member, and each member's officers, employees, and volunteers, shall be named as additional covered parties on each policy for all claims arising from Transit Board activities or operations.

D. The Transit Board may in its discretion procure coverage for auto liability and damage to or loss of property. If the Transit Board at any time hires employees, it will immediately acquire and maintain workers' compensation coverage.

19. Indemnification.

A. The Transit Board is a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this Agreement.



B. The Transit Board shall defend and indemnify the parties, and their officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out the acts or omissions of the Transit Board in carrying out the terms of this Agreement. This Agreement does not constitute a waiver on the limitations of liability set forth in Minnesota Statutes, Section 466.04.

C. Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

D. To the fullest extent permitted by law, action by the parties to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a), provide further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of another party. The parties to this Agreement are not liable for the acts or omissions of another party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties.

E. Any excess or uninsured liability shall be borne equally by all the members, but this does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

20. 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 others 12 months’ written notice of its termination, delivered to the County and City Administrator(s). Upon receipt of such notice from one or more members, the remaining units of government may agree to continue this agreement with the remaining

members, add additional members, modify the agreement, or discontinue the arrangement contemplated herein.

21. General Terms.

A. 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.

B. 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.

C. Noticies: The Members representatives for notification for all purposes are:

To Kandiyohi County:  
County Administrator  
Kandiyohi County  
2200 23<sup>rd</sup> Stree NE, Suite 2020  
Willmar, MN 56201

To Renville County:  
County Administrator  
Renville County  
105 South 5<sup>th</sup> Street  
Olivia, MN 56277

To City of Willmar:  
City Administrator  
City of Willmar  
333 6<sup>th</sup> Street SW  
Willmar, MN 56201

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

E. 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 Board or any Party may propose amendments to this Agreement. Such amendments shall be in the form of a resolution adopted by the Board or a resolution adopted by the governing body of a Party, as applicable, depending on which entity is proposing the amendment. The Party seeking to amend shall present the proposed amendment to the other Parties and the Board, as applicable. The Board shall issue a report on all proposed amendments, including those initiated by the Board, explaining the amendment and process for amendment consideration and adoption. The Board shall include in its report a proposed resolution reflecting its recommendation regarding the proposed amendment. Parties shall act to approve, modify or deny a proposed amendment within ninety (90) days after the Board issues its report concerning the proposed amendment.

F. 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 the accounting practices and procedures of the NAFRS and involve transactions relating to this Agreement.

G. 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.*

H. 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.

I. 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.

J. 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.

K. 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 the respective chairpersons 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 Boards or Councils duly made, seconded and carried, all effective on the day and year first hereinbefore written.

ATTEST:

\_\_\_\_\_  
, Administrator  
Kandiyohi County

\_\_\_\_\_  
, Chairman of  
Kandiyohi County Commissioners

ATTEST:

\_\_\_\_\_  
, Administrator  
Renville County

\_\_\_\_\_  
, Chairman of  
Renville County Commissioners

ATTEST:

\_\_\_\_\_  
, Administrator  
City of Willmar

\_\_\_\_\_  
, Mayor  
City of Willmar

## **EXHIBIT A TRANSIT SERVICES**

As of the effective date, The Transit Board shall provide services throughout the Service Area including but not limited to the following:

- Monday Evening Service – KAT offers Monday evening service beginning September thru 1st of May for Kandi Entertainment Center (KEC) bowlers.
- KAT Carriage Transportation – Transporting groups from long term care facilities, senior living residences, group homes, etc.
- Public Transportation – Transporting the general public for a fee. KAT and RCHE provide transportation options for all residents of Kandiyohi County (adults, children, youth, elderly and individuals with disabilities).
- Fixed Flexible Route – A route that will deviate to pick up at any location within 3/4 of a mile (or 10 blocks) from any of the scheduled route stops. (provide link to routes and maps)
- Demand Response Rides (Dial-a-Ride) KAT and RCHE– A route that is directed based on the ridership demands. This type of route generally has a base route with more flexibility than that of a fixed flexible route.
- Same Day Service – Bus routes are available at times to pick up passengers on the same day for an additional fee above the base fare.
- Saturday Service – KAT offers fixed flexible route service on Saturdays from 8am to 4pm, within the city limits of Willmar. Passenger pick-ups that deviate from the city route must be pre-scheduled the day before (the dispatcher center is closed on Saturdays).

- JARC Transportation– The KAT Job Access Route is designed to provide passengers shorter rides to and from major employers in and around Industrial Park, downtown and Southeast Willmar.
- Senior Volunteer Driver Program – This program utilizes a volunteer driver using a personal vehicle to transport seniors 60 years of age or older to medical appointments, groceries, errands, etc. Similar programs in both KAT and RCHE.
- New London/Spicer Senior Dining – A weekday bus route that picks up New London and Spicer city residents going to each of the nutrition sites.
- Group Transportation – KAT for Community - elderly and disabled group transportation.
- Group Transportation for various groups such as summer recreation, nursing homes, and other community groups in Renville County for seasonal transportation and holiday celebrations including the general public.

## EXHIBIT B

As of the Effective Date, the capital equipment and other transit property owned by each of the Parties that will be transferred to the Transit Board is as follows:

Fleet #	Vin	Make	Model	Fuel	Year	Owner	
80	1HVBEABM61H360063	Intl	Eldorado	500	Diesel	2001	KAT
81	1FD4E45P09DA22848	Ford	Elkhart	400	Diesel	2009	KAT
82	1FD4E45P4BDB26767	Ford	Elkhart	400	GAS	2011	KAT
83	1FD4E45P79DA50159	Ford	Elkhart	400	Diesel	2009	KAT
84	1FD4E45P0BDA22776	Ford	Elkhart	400	GAS	2011	KAT
85	1FD4E45P88DB51751	Ford	Elkhart	400	Diesel	2008	KAT
86	1FD4E45P4BDB29863	Ford	Elkhart	400	GAS	2011	KAT
87	1FD4E45P69DA21316	Ford	Elkhart	400	Diesel	2009	KAT
88	1FD4E45P7DA61769	Ford	Elkhart	400	Diesel	2007	KAT
89	1HVBTAFM53H567224	Intl	Goshen	500	Diesel	2003	KAT
90	1GBGV1958F411420	Chevy	5500	500	Diesel	2008	KAT
91	5WEASAAM3EH017645	Intl	Goshen	500	GAS	2014	KAT
5310	1FD4E45P38DB23563	Ford	Star Trans	400	Diesel	2008	KAT
173	1FD4E45P3DDA70002	Ford	Eldorado	400	GAS	2013	RCHE
172	1FD4E45P3CDB38183	Ford	Eldorado	400	GAS	2012	RCHE
171	1FD4E45P8BDB12225	Ford	Eldorado	400	GAS	2011	RCHE
169	1FD4E45S98DA50688	Ford	Eldorado	400	GAS	2008	RCHE
167	1GBHG31U271160004	Chevy	Turtletop	400	GAS	2007	RCHE
166	1FD4E45S66HB33062	Ford	Eldorado	400	GAS	2006	RCHE
157	1FD4E45S72HA69799	Ford	Eldorado	400	GAS	2002	RCHE
VAN	1D4GP24303B215724	Dodge	Caravan		Gas		RCHE

**Other KAT Capital Assets:**

Office, Maintenance and Storage Facility located at 1320 22<sup>nd</sup> Street SW Willmar

Downtown Bus Shelter located at 4<sup>th</sup> Street SW and Becker Ave SW Willmar

4 Mobile vehicle lifts

John Deer Lawn Tractor with snow blower



**\*\*\*DRAFT\*\*\***  
**Kandiyohi Renville Transit**  
**Operations board**  
**By-Laws**  
Adopted \_\_\_\_\_

Section 16. Transit System Operations Board

- A. Sub-Committees: The Kandiyohi Renville Operations Board shall be comprised of two sub committees. The sub-committees will deal with general and specific areas of concern. The Operations Board chairperson will assign members to the appropriate sub-committees. The sub-committees and their responsibilities are as follows:
1. Administration Sub-Committee: Human resources (including personnel policies), budget (including financial reviews and audits), insurance, etc.
  2. Expansion/System Management Sub-Committee: Route design and development, fundraising, operating policies, advertising/marketing, complaints, etc.
- B. Other Committees – The Kandiyohi Renville Operations Board shall form other committees as deemed necessary. Examples of these Committee are as follows but not limited to:
1. Executive Committee: This Committee consists of the Operations Board Officers and is called upon by the Transit Director at his/her discretion.
  2. Building Committee: This Committee consists of Board members appointed by the Operations Board and is called upon by the Transit Director at his/her discretion.
- C. Fiscal Responsibility: The Joint Powers Board has directed the Kandiyohi Renville Operations Board the ability to enter into expense and revenue contracts of \$5,000 or less.
- D. Meeting: The Kandiyohi Renville Operations Board meetings shall be called when ever deemed necessary by the Board Members with a minimum of 4 meetings (quarterly) a year. The Kandiyohi Renville Operations Board meetings shall be scheduled for the fourth Tuesday of the month with changes in the aforementioned dates at the discretion of the Transit Director. Notice of meetings will take place no less than 3 days prior to the meeting by

phone, mail or email. Mileage will be reimbursed at the regular agency rate if the board member uses his or her own vehicle to attend meetings. Car-pooling is encouraged whenever possible. Mileage requests must be submitted using an agency mileage form and signed by the individual claiming reimbursement. A supervisor will review all mileage reimbursement requests for reasonableness before being paid.

- E. Voting: Each Operations Transit Board member shall have one vote. Voting and board participation via telephone or other electronic means is allowed.
- F. Insurance and Indemnity: Kandiyohi Renville Transit shall maintain insurance coverage which includes directors and officers liability to protect operations board members.