

**Agreement Between the City of Mankato and the Policy Board of the Mankato/North  
Mankato Area Planning Organization for Administrative Services**

This Agreement (this "Agreement") is made effective as of October 7, 2020 between the City of Mankato (the "City") and Mankato/North Mankato Area Planning Organization ("MAPO").

**WHEREAS**, the governing bodies comprising the urbanized area of Mankato/North Mankato as defined by the U.S. Census Bureau entered into that certain Joint Powers Agreement to establish MAPO, a joint body to carry out the functions of a metropolitan planning agency under 23USC 134 and 49 USC 5303; and

**WHEREAS**, the Policy Board (as defined in the Joint Powers Agreement) established as part of the Joint Powers Agreement has powers and duties established in order to carry out the functions of MAPO, including entering contracts/agreements with a governmental agency to function as a "host" and fiscal agent for the administration and operation of MAPO; and

**WHEREAS**, Article VIII, Section 1 of the Joint Powers Agreement further states that the Policy Board shall enter into an agreement with the City to coordinate the metropolitan planning of the MAPO. The administrative organization to coordinate the metropolitan planning (the "Administrative Organization") will be within the City organization. The City will employ all necessary staff to carry out the duties of MAPO and will provide physical facilities to house MAPO. All such costs associated with the Administrative Organization shall be reimbursed to the City by the MAPO; and

**WHEREAS**, on June 22, 2020 the Mankato City Council adopted a resolution accepting amendments to the Policy Board Bylaws and relating to coordinated planning and administrative functions; and

**NOW THEREFORE**, the City and the Policy Board hereby agree on the following:

**Section 1. Administrative Services.** The City will provide administrative services to coordinate the functions of MAPO. The City agrees that its work and activities on behalf of MAPO will be limited to the "Administrative Services" defined in this Agreement. Staff employed by the City that have duties associated with the administration of MAPO shall adhere to all policy directives of the Policy Board and shall not undertake any work or activities on behalf of MAPO, unless specifically approved by the Policy Board.

"Administrative Services" shall mean the following services provided by the City:

1. The City shall keep and distribute minutes of all meetings of the MAPO, countersign all documents as necessary to be executed, publish open meeting requirements, keep and preserve all resolutions, transactions, findings and determinations of the MAPO.

2. The City agrees to conform to the procurement policy, public participation policy, and Title VI program as adopted by the Policy Board.
3. The City will provide public information services and technology related services on behalf of MAPO.
4. The City will provide offices and administrative support (including payroll and benefits administration) for MAPO functions, meetings, and staff within city offices.
5. The City will annually adopt the annual budget of MAPO contained in the Unified Planning Work Program. A separate fund or funds within the City budget will be created for all MAPO financial activity. The activity and balances of all MAPO funds will be reported to the MAPO Policy Board during the MAPO Policy Board's annual budgeting process and will be made available to the MAPO Policy Board upon request.
6. In conformance with the approved MAPO budget, the City shall accept and administer all the funds, deposits, records of all payments, transactions, disbursements, receipts of MAPO in a dedicated fund account, and follow all local, federal and state requirements for administering those funds.
7. In conformance with the approved MAPO budget, the City will record all revenue received for MAPO, including grant funds, membership dues, and other agency funds received in connection with the approved MAPO budget in a dedicated fund account. No other revenue or receipts not related to MAPO functions or activity shall be deposited into the accounts; and, no other expenses or withdrawals not related to MAPO functions or activities shall be removed from the accounts.
8. In conformance with the approved MAPO budget, the City will record all expenditures for MAPO, including staff costs and other costs in the dedicated MAPO account and shall monitor the expenses to ensure conformance with the approved MAPO budget. All expenses shall be direct expenses, including staff costs. Unless a cost allocation model is approved by the Policy Board, the city will not charge administrative or other "overhead" costs for hosting MAPO.
9. The City will annually audit the financial accounts of MAPO and supply the results of the audit to the MAPO Technical Advisory Committee and the Policy Board.
10. The City will provide a quarterly report to the Policy Board. The quarterly reports shall include staff activities, project status, and budget status in conformance with the Unified Planning Work Program.

11. The City may do, or cause to be done, any lawful acts or deeds ancillary to the above services.
12. Administration of the Unified Planning Work Program, Transportation Improvement Program, and Long Range as approved by the Policy Board.

**Section 2. Staff Support Services.** The City will employ all staff necessary to undertake the administration of the MAPO and in conformance with the budget approved by the Policy Board. Staff shall be employees of the City and shall adhere to the City of Mankato Employment Practices. Staff employed to administer the functions of MAPO may have other duties as employees of the City, but shall not undertake any activities on behalf of MAPO unless said activities are in conformance with the policy directives of the Policy Board and in conformance with the approved UPWP, Transportation Improvement, and Long Range Transportation Plan.

Specific staff support services provided by the City shall include:

1. The executive director shall be appointed by the City with the concurrence of the Policy Board by majority vote (the "Executive Director"). The current Executive Director was recommended by the City and approved by the Policy Board on March 7, 2013. The Executive Director shall be considered a City employee and shall be subject to City of Mankato Employment Practices; however, the Executive Director shall serve under the MAPO Policy Board when carrying out the duties of Executive Director as set forth herein.
2. The Executive Director shall be responsible for the following:
  - a. Supervise all employees dedicated to MAPO functions and review the work of other City employees providing services to MAPO, such as public information, information technology, and planning support.
  - b. Prepare the annual MAPO budget and UPWP and provide said budget and UPWP to the Chair of the MAPO Technical Advisory Committee for review and approval.
  - c. Serve as secretary to the Policy Board and provide staff support to the Chair of the MAPO Technical Advisory Committee.
  - d. Prepare quarterly reports and grant requests to the Federal Highway Administration and Minnesota Department of Transportation.
  - e. Sign all documents as approved by the Policy Board.

- f. Process transportation improvement plan amendments as approved by the Policy Board and in conformance with the public participation plan adopted by MAPO.
  - g. Administratively oversee contracts approved by the Policy Board to ensure conformance with the contract terms and Federal and State requirements.
  - h. Oversee the preparation of agenda materials for the MAPO Technical Advisory Committee and the Policy Board in accordance with Article VIII, Section 4 of the Policy Board Bylaws.
  - i. Serve on committees as approved by the Policy Board.
  - j. Provide transportation planning coordination as requested by member jurisdictions of MAPO in conformance with the adopted Transportation Improvement Program and Long Range Transportation Plan.
3. Hiring other staff as funded and contemplated in the approved MAPO budget to support the functions of MAPO. The position of Transportation Planner is a full-time equivalent dedicated position to MAPO and the position description is attached and filed with the Policy Board.
4. Ensuring that the City employees that are performing work for MAPO code their time according to the timesheet policy adopted by the City in Chapter 26 of the City of Mankato Employee Handbook.
5. If MAPO staff reassignments are requested by the Policy Board, the City will consider such changes provided the changes are in conformance with City of Mankato Employment Practices and State of Minnesota and Federal Law. If the Policy Board requests removal of a staff person, from performing work for MAPO, the request shall be based on a documented reason for "cause", including a documented and confirmed case of misconduct and/or conflict of interest or other cause as contained in the Policy Board Bylaws and subject to City of Mankato Employment Practices. The request will be considered at a closed executive session of the Policy Board in conformance with the State of Minnesota Law.
6. The Policy Board and MAPO Technical Advisory Committee Chairs shall be consulted in the hiring, annual evaluations, disciplinary action, and salary review of all MAPO staff.
7. Updating the Policy Board and Technical Evaluation Panel of any staff reassignments.

**Section 3. General Administrative Oversight.** In order to ensure the integrity of a coordinated planning process for MAPO, the City Manager shall:

1. Participate in the annual agency review.
2. Ensure that all activities of the City staff performing work for, or on behalf of MAPO, comply with Minnesota State Statutes regarding conflict of interest and if a complaint is filed, the City Manager will cooperate with the Policy Board in the investigation.
3. Ensure that the Executive Director shall not represent the City on the MAPO Technical Advisory Committee and shall not have a vote. Because transit operations for the urbanized area are a service area within the City, the transit operator representative to the MAPO Technical Advisory Committee shall be a non-voting member and shall be directed to abstain from voting.
4. Ensure that staff comply with Policy Board Bylaws.
5. When Special Studies are undertaken by MAPO, ensure that the Transportation Planner serve as administrative and technical support staff for the study on a project management team established by the Policy Board, unless otherwise requested by the jurisdiction and approved by the Policy Board.

**Section 4. Miscellaneous.**

1. Governing Law. This Agreement has been entered into by the parties in the State of Minnesota and shall be construed according to and governed by the laws of the State of Minnesota, without giving effect to principles of conflicts of law.
2. Successors. This Agreement shall inure to the benefit of the successors and assigns of the parties, and shall be binding upon the parties, their heirs, representatives, successors and assigns.
3. Entire Agreement and Amendment. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof. Any amendment or modification of any of the terms and conditions of this Agreement will be effective only if in a written instrument signed by all parties.
4. Counterparts. This Agreement may be executed in multiple counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered

shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

5. Further Assurances. Each party hereto agrees to provide such information, execute and deliver such instruments and documents and to take such other actions as may be necessary or reasonably requested by any other party that are not inconsistent with the provisions of this Agreement and that do not involve the assumption of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of the parties hereto.
6. Headings. Article and section headings and titles are for descriptive purposes and convenience of reference only and shall in no way define, limit, control or alter the scope or meaning of this Agreement as set forth in the text or the intent of any provision.
7. Incorporation of Recitals. The Recitals set forth at the beginning of this Agreement are incorporated in this Agreement by reference and made a part of this Agreement as if fully set forth in this Agreement and constitute an expression of the intent of the parties and an aid in the construction of this Agreement.
8. No Waiver. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless expressly provided herein.

This Agreement shall commence upon approval of the Policy Board and Mankato City Council and signature of the officials authorized to execute the agreement.

Mankato/North Mankato Area  
Planning Organization

City of Mankato



Mark Piepho  
Chair, MAPO Policy Board



Patrick Hentges  
City Manager