



**Request for City Council Committee Action
From the Department of Planning**

Date: December 5, 2002

To: The Honorable Joan Campbell, Chair

Referral to: Ways and Means/Budget Committee

Subject: Project Funding Agreement for 38th Street Station Area Land Use Planning

Recommendation:

Authorize the Planning Department to enter into a project funding agreement with the Metropolitan Council for 38th Street Station Area Land Use Planning.

Accept \$50,000 from the Metropolitan Council for the 38th Street Station Area Planning and increased the appropriation for the Planning Department fund 0600-380-3820 by \$50,000 and increase the revenue source 0600-380-3820 by \$50,000.

Prepared or Submitted by: Joyce Rhyan, Deputy Planning Director

Approved by: _____ Chuck Ballentine, Planning Director

Presenters in Committee: Michael Larson, City Planner

Previous Directives

None.

<p>Financial Impact (Check those that apply)</p> <p><input type="checkbox"/> No financial impact - or - Action is within current department budget. (If checked, go directly to Background/Supporting Information)</p> <p><input type="checkbox"/> Action requires an appropriation increase to the Capital Budget</p> <p><input checked="" type="checkbox"/> Action requires an appropriation increase to the Operating Budget</p> <p><input checked="" type="checkbox"/> Action provides increased revenue for appropriation increase</p> <p><input type="checkbox"/> Action requires use of contingency or reserves</p> <p><input type="checkbox"/> Other financial impact (Explain):</p> <p><input checked="" type="checkbox"/> Request provided to the Budget Office when provided to the Committee Coordinator</p>

<p>Community Impact (use any categories that apply)</p> <p>Neighborhood Notification</p> <p>City Goals</p> <p>Comprehensive Plan</p> <p>Zoning Code</p> <p>Other</p>

Background/Supporting Information Attached

Project Funding Agreement for 38th Street Station Area Land Use Plan Exhibit A

PROJECT FUNDING AGREEMENT FOR 38TH STREET STATION AREA LAND USE PLANNING

This funding Agreement ("Agreement") entered into on _____ is made and entered into by and between the City of Minneapolis, a municipal corporation ("Minneapolis") and the Metropolitan Council (the "Council"), a public corporation and political subdivision of the State of Minnesota.

BACKGROUND RECITALS

1. Minneapolis, pursuant to its powers under its Home Rule Charter so intends to issue a request for proposals for consulting services in the approximate amount of \$50,000.00 for 38th Street Station Area Land Use Planning for the area near the Hiawatha Corridor Light Rail Transit System ("38h Street Station Area Planning").
2. The Council has authorized funding up to \$50,000.00 for the Minneapolis contracted 38th Street Station Area Planning.

AGREEMENT

NOW THEREFORE, in consideration of the mutual agreement and covenants contained in this Agreement, Minneapolis and the Council agree as follows:

I.

Cost Sharing and Payment

1. The Council will pay up to fifty Thousand Dollars (\$50,000.00) of the cost of consulting services for the 38th Street Station Area Planning. The scope of work for the consulting services to be partially funded by this Agreement is as described in Exhibit A entitled Hiawatha LRT Station Area Planning 38th Street.
2. Minneapolis will submit to the Council's designated contact person, reasonably detailed invoices showing the total consultant services costs incurred by Minneapolis and the "Council" share of those costs. Subject to the \$50,000.00 limit stated above in Section I, Paragraph 1 of this Agreement, the Council will pay its share of the invoiced amounts within thirty (30) calendar days after receipt of the written invoices from Minneapolis and approval of the invoices by the "Council" designated contact person.
3. The Council will submit its payment to Treasurer - City of Minneapolis at 350 South Fifth Street, Minneapolis, Minnesota 55101.

II.
Work Products, Reports and Documents

To the extent it is reasonably practical to do so, Minneapolis will provide the Council with copies of analyses and reports received by Minneapolis and will invite the Council to briefings scheduled by Minneapolis under Minneapolis' agreement for consulting services. Upon request from the Council, Minneapolis will provide to the Council in a timely manner copies of written materials, work products, reports and documents provided to Minneapolis under Minneapolis' agreement for consulting services. The Council may use, copy and distribute such materials and work products without restriction.

III.
Authorized Contact Persons

1. Michael Larson, Planner, Minneapolis Planning Department, 350 South Fifth Street, Room 210
Minneapolis, Minnesota 55415, (612) 673-2423 Minneapolis' designated contact person for ongoing contact with Minneapolis regarding 38th Street Station Area Planning.

2. Karen Lyons, Senior Planner, Transportation and Transit Development, Metropolitan Council, 230 East Fifth Street, St. Paul, Minnesota 55101-1626, (651) 602-1703, is the Council's designated contact person for ongoing contact with Minneapolis regarding the 38'h Street Station Area Planning.

IV.
Conflict of Interest

1. Minneapolis shall inform its consultant ("Consultant") for the 38th Street Station Area Planning about this Agreement and the Council funding provided under this Agreement. Minneapolis and its Consultant shall immediately discuss with the Council any current or new client obligations of the Consultant or Consultant's firm, which may directly conflict with the Consultant's or Consultant's firm's ongoing work under its agreement for consulting services with Minneapolis.

2. The Council has the right to cancel this Agreement immediately at its discretion if Minneapolis' Consultant or Consultant's firm either has a current client obligation or assumes a new client obligation which, in the Council's estimation, conflicts with the Council's interests. In the event of such cancellation the Council will pay Minneapolis' share of the Council's cost for consulting services satisfactorily performed prior to the conflict, as determined by the Council.

V.
Audits and Recordkeeping

Minneapolis shall maintain for at least six (6) years, all books, records, documents and other evidence directly related to the performance of this Agreement in accordance with generally accepted accounting principles and practices of governmental entities. Upon request and

reasonable notice, Minneapolis shall permit the Council to examine and copy the books, records, documents and other evidence maintained by Minneapolis.

**VI.
Termination**

Minneapolis and the Council shall have the right to terminate this Agreement at any time with or without cause upon thirty-(30) days written notice to the other party. In the event of such a termination, the Council will pay its share of the costs of the services satisfactorily performed prior to the date of termination, as determined by the Council. The Council shall have the right to receive, use and distribute copies of all materials, work products, reports and documents prepared by Minneapolis' Consultant, pursuant to the Consultant's agreement for consulting services with Minneapolis, if such materials, work products, reports and documents were prepared prior to the termination of this Agreement.

**VII.
Effective Date/Termination Date**

This Agreement is effective on the date both parties' authorized representatives have signed this Agreement. This Agreement shall continue unless terminated or cancelled under Section VI above in this Agreement.

**VIII.
Governing Law**

This Agreement shall be governed by and construed according to the laws of the State of Minnesota. Venue shall be in the state and federal courts of Minnesota.

IN WITNESS WHEREOF, Minneapolis and the Council have caused this Agreement to be executed by their duly authorized representative.

METROPOLITAN COUNCIL

By _____
Its Regional Administrator

CITY OF MINNEAPOLIS

By _____
Its Mayor

Attest _____
City Clerk

Countersigned _____
Its Finance Officer

Countersigned _____
Its Planning Director

Date _____

Approved as to form:

Approved as to form:

Office of General Counsel

Office of City Attorney

