

**JOINT POWERS AGREEMENT AMONG METROPOLITAN COUNCIL AND
PORT AUTHORITY OF THE CITY OF ST. PAUL**

This Joint Powers Agreement (“JPA”), effective as of the ____ of October, 2015 by the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota (“Met Council”), the Port Authority of the City of St. Paul, a Minnesota body politic and corporate and governmental subdivision (“SPPA”), and the City of Saint Paul, a Minnesota political subdivision (“City”). Met Council, the SPPA, and the City are occasionally referred to individually as “Party” and collectively as “Parties.”

BACKGROUND RECITALS

1. Met Council is the owner of a certain approximately 10 acre property located at 400 Snelling Avenue, St. Paul, Minnesota (“Met Council Property” or “Property”).
2. The Met Council Property was formerly occupied by a transit garage and facility which has been removed, but is still used for various transit purposes and is intended to have continuing transit purposes..
3. In November 2013 Met Council adopted a Transit Oriented Development Policy (“TOD Policy”) through which the Met Council will advance the following goals:
 - Maximize the development impact of transit investments by integrating transportation, jobs and housing
 - Support regional economic competitiveness by leveraging private investment
 - Advance equity by improving multimodal access to opportunity for all
 - Support a 21st century transportation system through increased ridership and revenues
4. Use and disposition of the Met Council Property, as Federal Transit Authority (“FTA”) financed property, is governed by FTA guidance (“FTA Guidance”).
5. Met Council has determined that it is in the best interests of the Met Council and the public: (a) to continue use of the Met Council Property for transit purposes consistent with Met Council’s TOD Policy goals and FTA Guidance; and (b) to maintain continuing control of the Met Council Property in order to continue its use for transit needs and purposes.
6. The City is interested in securing a long-term ground lease for the Met Council Property from the Met Council to be used a site for Major League Soccer, where Met Council would be the Landlord and the City the tenant in a manner that meets both the Met Council transit requirements and TOD Policy, FTA Guidance and SPPA’s and the City’s missions and purposes.
7. The SPPA, in order to promote the general welfare and the efficient, safe and economic handling of commerce in the City, has initiated communications with the Met Council on behalf of the City to explore development of the Met Council Property in a way that meets both the Met Council transit requirements and TOD Policy, FTA Guidance and the City’s and SPPA’s missions and purposes.

8. Met Council, the City and SPPA have determined that, pursuant to their powers under Minnesota Statutes, including but not limited to Section 471.59, it is in their and the public's best interests to enter into this JPA to provide a framework for communication and negotiation with respect to development of the Property.

9. Met Council has authorized execution of this JPA on _____ by Business Item No. _____. SPPA has authorized execution of this JPA on _____ by [Resolution]. The City has authorized execution of this JPA on _____ by [Resolution].

NOW THEREFORE, for good and valuable consideration, the receipt of which has been acknowledged, the Parties agree as follows:

I. Purposes of the JPA

The purposes of this JPA are to:

- (a) Provide a framework for and steps toward the accomplishment by the Parties of the potential development of the Property as a soccer stadium in a way that advances the Met Council's transit needs and requirements, its TOD Policy and FTA Guidance and the City's and SPPA's missions and purposes;
- (b) Provide for transmittal and exchange of information between the Parties and others with respect to potential development of the Property and to ensure that such transmittal and exchange is accomplished in compliance with applicable law;
- (c) Provide for the Parties' coordination of due diligence, including site and environmental assessment; and
- (d) Address, as the Parties deem necessary or convenient, other issues as may occur with respect to accomplishment of the potential development of the Property; and
- (e) Require the Parties' governing bodies to approve subsequent agreements resulting from this proposed framework for communication and negotiation with respect to development of the Met Council Property.

II. Framework for Proposed Development

As of the date of this JPA, the framework for the proposed development of the Property is:

1. The proposed development of the Property under consideration by the Parties at this time is a privately financed and constructed soccer stadium. Met Council will maintain continuing control of the Property through its ownership of the Property. The intent is that the soccer stadium will be owned by the City upon construction completion.
2. The Property is proposed to be leased by Met Council to the City pursuant to a long term ground lease, the terms of and consideration for which will be negotiated by the Met Council as lessor and SPPA as agent for the City or negotiated directly with the City ("Lease"). If the City determines that a sublease is necessary, the Property is proposed to be subleased by the City to a private entity during the construction period for purposes of construction of the soccer stadium.

3. The proposed development on the Property will include facilities owned by the Met Council identified by Met Council as necessary or convenient to its transit operations at or near Met Council's transit hub located in the area of St. Paul bound by I-94, Snelling and University Avenues and Pascal Street. Such facilities may include transit information signs and kiosks, pedestrian plazas and walkways, facilities related to passenger mobility and safety, and other facilities.
4. In addition to the Lease, the Parties may enter into other agreements, such as operations and maintenance agreements, related to the transit facilities on the Property.
5. The Lease and other associated agreements entered into by the Parties are subject to approval by the respective governing bodies of the Met Council and the City.
6. The use of the Property for the proposed development, the Lease and all associated agreements are subject to review and concurrence by the FTA.
7. Unless otherwise agreed to by the Parties, each Party will be responsible for paying its own costs incurred in carrying out its responsibilities under this Agreement.
8. The Parties representatives will meet on a regular basis to be determined by the Parties to exchange information, to coordinate site and environmental information and assessment, title information, appraisals and other relevant information with respect to proposed development of the site, to negotiate and draft agreements, and to identify and resolve other necessary or convenient issues which may occur with respect to accomplishment of the proposed development of the Property as described above in this section.

III General Terms

1. **Governing Law.** This JPA is made under, and shall be construed according to, the substantive laws of the State of Minnesota, and any and all legal claims or disputes between the Parties will be resolved in either federal or state court located in Ramsey County, State of Minnesota.
2. **Data Practices Act.** The Parties agree that they are subject to and will comply with the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes 13.01 et seq. and that all information related to this JPA generated by, provided to or by the Parties or exchanged between the Parties is subject to the Minnesota Government Data Practices Act.
3. **Termination of JPA.** This JPA shall terminate on the occurrence of the earlier of a 30 day advanced written notice by one of the Parties to the other Joint Powers Agreement Parties or when the first Major League Soccer game is played at Met Council Property, whichever is earlier.
4. **Recitals.** The Background Recitals are fully incorporated into and are part of this JPA.
5. **Counterparts.** This JPA may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the City, SPPA and Met Council have entered into this JPA on the day and year first hereinabove written.

METROPOLITAN COUNCIL

By: _____
Weston Kooistra
Its: Regional Administrator

**PORT AUTHORITY OF THE
CITY OF SAINT PAUL**

By: _____
Louis F. Jambois
Its: President

DRAFT

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Mayor

By: _____
Its Director of Financial Services

By: _____
Its City Clerk

Approved as to form:

Assistant City Attorney

DRAFT