



Meeting date: October 23, 2007

For Metropolitan Council Meeting of November 14, 2007

ADVISORY INFORMATION

Date:	October 1, 2007
Subject:	Authorization to Execute a Contract with Hennepin County for Fiscal Agency Services related to the Metropolitan Counties Energy Task Force (MCETF)
District(s), Member(s):	All
Policy/Legal Reference:	
Staff Prepared/Presented:	Jason Willett, MCES Finance Director, 651-602-1196
Division/Department:	MCES c/o William G. Moore, General Manager, 651-602-1162

Proposed Action/Motion

That the Metropolitan Council authorizes its Regional Administrator to execute the attached contract with Hennepin County for fiscal agency services related to the Metropolitan Counties Energy Task Force (MCETF).

Issue

The MCETF funds are administered by Hennepin County. The Council should join the existing fiscal agency agreement in view of the Council’s participation on the Task Force.

Overview and Funding

The MCETF is not a Joint Powers Agreement but a task force of interested metropolitan counties and the Council. As a task force they have no legal standing and thus each County has signed an agreement to authorize Hennepin County to perform fiscal services (i.e. fund management, payments, procurement tasks).

The Council joined the task force, earlier this year and has paid 2007 dues in the amount of \$22,390. Contributions among the counties have been split 50% equally and 50% based on population. Since this methodology would not work for the Council we agreed to match Hennepin’s contribution.

The 2008 contribution is likely to be close to the same amount or slightly higher. However, the MCETF is currently going through a strategic planning process where the purpose of the task force, its legal organization, and the funding mechanism are being re-examined

SUPPLEMENT TO AGREEMENT FOR
FINANCIAL MANAGEMENT SERVICES

This Supplement to Agreement for Financial Management Services (the “Supplement”) is entered into by the Metropolitan Council and is made to the Agreement for Financial Management Services, Contract No. A031476, dated December 2, 2003 (the “Agreement”), by and between the Counties of Anoka, Dakota, Hennepin, Scott and Washington (the “Original Counties”), with subsequent addition of Sherburne and Ramsey Counties, herein included among the Original Counties.

WHEREAS, the Original Counties have established an energy policy task force called the Metropolitan Counties Energy Task Force (the “Task Force”); and

WHEREAS, the Original Counties entered into the Agreement for the purpose of providing for contracting, budgeting and accounting services related to the Task Force; and

WHEREAS, the Metropolitan Council has joined the Task Force; and

WHEREAS, the Metropolitan Council, as a partner of the Task Force, recognizes the need to become a party to the Agreement; and

WHEREAS, the Original Counties by acceptance of the Council’s payment of its initial assessment under the Agreement acknowledge that the Metropolitan Council is a party to the Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements herein set forth, the Metropolitan Council agrees as follows:

1. The Metropolitan Council, by signing this Supplement, shall become a party to the Agreement, a copy of which is attached hereto as Exhibit A, subject to all the terms and conditions of the Agreement, except as modified or provided below.
2. The Metropolitan Council’s assessment of costs under the Agreement shall be equal to that paid by Hennepin County, pursuant to Section 4.b. of the Agreement. The Metropolitan Council’s initial assessment of costs under the Agreement shall begin with the 2007 Task Force adopted budget.
3. Any time the term “County” or “Counties” is used in the Agreement, such term shall be deemed to include the Metropolitan Council unless the context clearly indicates otherwise.

- References in Section 7 of the Agreement to “resolution of its governing body” or “by resolution” shall, with respect to the Metropolitan Council, refer to a written notice by the Council’s Regional Administrator.

IN WITNESS WHEREOF, the Metropolitan Council has executed this Supplement on the date indicated below.

METROPOLITAN COUNCIL

By: _____
Thomas Weaver
Regional Administrator

Date: _____

Approved as to form:

Metropolitan Council
Office of General Counsel

EXHIBIT A

AGREEMENT FOR FINANCIAL MANAGEMENT SERVICES

CONTRACT NO. A031476

Contract No. A031476

AGREEMENT FOR FINANCIAL MANAGEMENT SERVICES

THIS AGREEMENT, is made and entered into this 2 day of Dec, 2003, by and between the Counties of Anoka, Dakota, Carver, Hennepin, Scott and Washington (individually called the "County" and collectively called the "Counties"), pursuant to Minnesota Statutes, Section 471.59.

WHEREAS, the Counties by separate resolutions of their respective governing bodies have established a task force called the Metropolitan Counties Energy Task Force, the purpose of which is to monitor and develop energy policy issues (the "Task Force"); and

WHEREAS, management of the Task Force's responsibilities has resulted in certain costs to the Counties; and

WHEREAS, the Counties recognize the need for a contracting agent who is responsible for contracting with outside providers and administering the Task Force budget and finances; and

WHEREAS, it is the desire of the Counties that Hennepin County assume this responsibility.

NOW, THEREFORE, in consideration of the mutual promises and benefits that each party shall derive herefrom, and other good and valuable consideration, receipt of which is hereby acknowledged, Hennepin County and the Counties hereby agree as follows:

1. PURPOSE

This Agreement has been executed by the Counties for the sole purpose of providing for contracting services and budgeting and accounting services for the funds necessary to implement the responsibilities of the Task Force. Specifically, the purpose of this Agreement is to define

and establish the rules and procedures under which the funds will be managed and contracting services provided and to designate Hennepin County as the "Contracting Agent".

2. TERM

This Agreement shall become effective upon approval by all Counties on the date of approval by the last County and shall continue until terminated by the parties hereto pursuant to Section 7.b. of this Agreement.

3. SERVICES TO BE PROVIDED

a. The Counties agree that the Contracting Agent shall provide any and all budgeting and accounting services necessary or convenient for the Task Force. Such services shall include, but not be limited to: management of all funds, including County contributions and grant monies; payment for contracted services; and relevant bookkeeping and record keeping. The Counties shall retain their authority to request reports pertaining to any and all budgeting and accounting services. All pertinent books, records, documents and accounting procedures and practices relevant shall be maintained by the Contracting Agent and made available to the Counties and the State Auditor upon reasonable notice and shall be retained for a period of six years.

b. The Counties agree that the Contracting Agent shall enter into contracts, apply for grant monies and make purchases on behalf of the Counties for goods and services approved by the Task Force. Contracts let, grant applications submitted and purchases made shall conform to the applicable requirements of the Contracting Agent.

c. The Contracting Agent may withdraw from providing services under this Agreement upon 90 days written notice to the Task Force, whereupon this Agreement shall terminate unless the Agreement is amended by the parties within said 90 days to specify that another party will provide financial management services hereunder.

4. FUNDING

a. Funding for the operation of the Task Force shall come from contributions by each County, grant monies, and funds available from any other source available to the Task Force.

b. The Counties agree to provide funding to support the adopted budget of the Task Force. Each County will be assessed its share of the total costs as follows: one-half (50%) of the costs will be shared equally by each of the participating Counties, with the remaining one-half (50%) to be shared proportionally based upon the population of each County as identified in the 2000 U.S. Census.

5. REIMBURSEMENT FOR COSTS

Each County shall reimburse the Contracting Agent for its pro rata share, as specified in Section 4 b., for the costs related to implementing and managing the work plan as adopted by the Task Force. All funding requests shall be approved and paid by each County within sixty (60) days of receipt of written notice of the request.

6. INDEMNIFICATION

a. The Counties agree to defend, indemnify and hold harmless the Contracting Agent, according to their pro rata shares as specified in Section 4.b. of this Agreement, from all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, resulting from the acts or omissions of the Contracting Agent's elected officials, employees and agents in providing services under this Agreement.

b. The formation of the Task Force is not intended to create joint liability on the part of the Counties for any matter on which they have not specifically agreed to be jointly liable. However, to the extent that the Task Force is held to be liable, or the Counties are held to be derivatively liable for acts or omissions of the Task Force, or both, each County agrees to indemnify the others and provide contribution in accordance with their pro rata share as specified

in Section 4.b. for all claims, demands, and causes of action of any kind or character, including the cost of defense thereof. Further, each County agrees to share, on the pro rata basis specified in Section 4.b., any monies or other consideration recovered against third parties (individuals or entities who are not party to this contract) as a result of such claims, demands and causes of action.

c. This Agreement shall inure only to the benefit of the Counties and the Task Force and is not intended to inure to the benefit of any third party. Nothing in this Section is intended by the parties as a waiver of liability limits or immunities that the parties are otherwise entitled to under law. The requirement of this Section shall survive the termination or expiration of this Agreement.

7. WITHDRAWAL OR TERMINATION

a. A County may withdraw prior to the expiration of the term of this Agreement by giving notice in the form of a resolution of its governing body, provided that the withdrawing County shall be liable for its pro rata share of costs that have been incurred that are attributable to the County's participation in the Task Force prior to its withdrawal. A County shall be entitled to a refund of monies, if any, paid into the Task Force budget by such County prior to its withdrawal which are not yet obligated or otherwise encumbered by the Task Force.

b. This Agreement shall terminate upon the occurrence of any one of the following events:

(i) If necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or

(ii) When a majority of the Counties agree by resolution to terminate the Agreement upon a date certain; or

(iii) Pursuant to Section 3.c.

c. Upon termination of this Agreement and after payment of all outstanding obligations, any property or surplus money remaining in the fund managed by the Contracting Agent shall be distributed to the Counties in proportion to their contributions into said fund.

8. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the date written below:

Approved as to form and execution

Patricia Teger
Assistant County Attorney
Date: 11/12/03

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By: X Mike Galt
Chair of Its County Board

Date: 12-4-03

ATTEST: Judith A. Chumley
Deputy Clerk of County Board

And: J. E. Anderson
Assistant/Deputy County Administrator

Date: 12-4-03

RECOMMENDED FOR APPROVAL:

By: Halcyon Eubank
Director, Enterprise Services Department

Date: 11-7-03

Approved as to form
and execution

Jason Anderson
County Attorney
Date: 7/5/04

COUNTY OF SCOTT
STATE OF MINNESOTA

By: *Barbara Marshall*
Chair, Scott County Board

Date: 7/3/04

ATTEST: *J.R.T. [Signature]*
County Administrator

Date: 7/3/04

Jul 20, 2005 3:52PM

HENNEPIN COUNTY 6123488632

No. 9395 P. 8

Date: _____

Date: _____

ATTEST: _____
Deputy/Clerk of County Board

And: _____
Assistant/Deputy/County Administrator

Date: _____

RECOMMENDED FOR APPROVAL:

By: _____

By: _____
Director, _____ Department

Date: _____

Approved as to form
and execution

Karen Schaffer
Assistant County Attorney
Date: 1-6-04

COUNTY OF DAKOTA
STATE OF MINNESOTA

By: Nancy Schmechel
Chair of Its County Board

Date: 1-6-04

ATTEST: May S. Scheibel
Its: Clerk of the Board

Date: 1-6-04

[Identical signature blocks for other participating counties]

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands
on the date written below:

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By: _____
Chair of Its County Board
Date: _____

By: _____
Deputy/Clerk of County Board
And: _____
Assistant/Deputy/County Administrator
Date: _____

COUNTY OF WASHINGTON
STATE OF MINNESOTA

By: Dennis C. Hegberg
Chair, Dennis C. Hegberg
Washington County Board of Commissioners
Date: 12/16/03

By: James R. Schug
James R. Schug
County Administrator
Date: 12/16/03

Recommended for Action:

By: Mary McGlothlin
Mary McGlothlin
Director
Department of Public Health and Environment
Date: 12-16-03

Approved as to form:

By: George Kuprian
George Kuprian
Assistant Washington County Attorney
Date 12/18/03

Approved as to form
and execution

P. Allen Stevenson
Assistant County Attorney
Date: 1-22-04

COUNTY OF ANOKA
STATE OF MINNESOTA

By: [Signature]
Chair of Its County Board

Date: 1/6/04

ATTEST: [Signature]
Its: County Administrator

Date: 1/6/04

Contract No. A031476

SUPPLEMENT TO AGREEMENT FOR
FINANCIAL MANAGEMENT SERVICES

This Supplement to Agreement for Financial Management Services (the "Supplement") is entered into by the County of Ramsey and is made to the Agreement for Financial Management Services, Contract No. A031476, dated December 2, 2003 (the "Agreement"), by and between the Counties of Anoka, Dakota, Hennepin, Scott and Washington (the "Original Counties").

WHEREAS, the Original Counties have established an energy policy task force called the Metropolitan Counties Energy Task Force (the "Task Force"); and

WHEREAS, the Original Counties entered into the Agreement for the purpose of providing for contracting, budgeting and accounting services related to the Task Force; and

WHEREAS, the County of Ramsey, by resolution of its governing body, has joined the Task Force; and

WHEREAS, the County of Ramsey, as a member of the Task Force, recognizes the need to become a party to the Agreement;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements herein set forth, the County of Ramsey agrees as follows:

The County of Ramsey, by signing this Supplement, shall become a party to the Agreement, a copy of which is attached hereto, subject to all the terms and conditions of the Agreement, provided that the County of Ramsey shall first be assessed for its respective share of the costs pursuant to Section 4.b. of the Agreement beginning with the 2006 Task Force adopted budget.

Approved as to form
and execution:

Date: _____

COUNTY OF RAMSEY
STATE OF MINNESOTA

By: _____
Chair of Its County Board

Date: _____

ATTEST: _____

Its: _____

Date: _____

Contract No. A031476

ADDENDUM TO AGREEMENT FOR
FINANCIAL MANAGEMENT SERVICES

This Addendum (the "Addendum") is entered into by the County of Sherburne and is made to the Agreement for Financial Management Services, Contract No. A031476, dated December 2, 2003, by and between the Counties of Anoka, Dakota, Hennepin, Scott and Washington (the "Original Counties").

WHEREAS, the Original Counties have established an energy policy task force called the Metropolitan Counties Energy Task Force (the "Task Force"); and

WHEREAS, the Original Counties entered into the Agreement for the purpose of providing for contracting, budgeting and accounting services related to the Task Force; and

WHEREAS, the County of Sherburne, by resolution of its governing body, has joined the Task Force; and

WHEREAS, the County of Sherburne, as a member of the Task Force, recognizes the need to become a party to the Agreement; and

WHEREAS, the Original Counties, through their respective representatives of the Task Force, have approved this Addendum;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements herein set forth, the parties agree as follows:

The County of Sherburne, by signing this Addendum, shall become a party to the Agreement, subject to all the terms and conditions of the Agreement, provided that the County of Sherburne shall first be assessed for its respective share of the costs pursuant to Section 4.b. of the Agreement beginning with the 2006 Task Force adopted budget.

Approved as to form
and execution:

Date: _____

COUNTY OF SHERBURNE
STATE OF MINNESOTA

By: _____
Chair of Its County Board

Date: _____

ATTEST: _____

Its: _____

Date: _____