

# **Minneapolis Downtown Business Improvement Special Service District**

## **CITY SERVICES MEMORANDUM OF UNDERSTANDING**

### **I. PURPOSE**

This voluntary Memorandum of Understanding (MOU) between the City of Minneapolis (City), a municipal corporation, and the Minneapolis Downtown Council (MDC), a non-profit organization, its subsidiary or an approved assignee (collectively the “District Entity”) attempts to outline the City’s current service delivery in the area designated as the Minneapolis Downtown Business Improvement Special Service District pursuant to Minneapolis Code of Ordinances (MCO) Chapter 465.

### **II. GENERAL**

The purpose of the creation of a Downtown Business Improvement Special Service District (the “District”) pursuant to the authority granted by Minn. Stat. §§ 428A.01 – 428A.101 is to ensure downtown Minneapolis stays competitive by causing it to be “Cleaner, Safer, Greener, and Better.” This MOU summarizes the good faith commitment of the City and the District Entity to work together within the District to attain the mutual goal of fostering a clean, safe, beautiful, and inviting downtown environment.

The City currently and historically has provided a broad range of services within the boundaries of the District. It is understood that the core mission of the District is to enhance, not replace, certain City service deliveries as required by Minnesota Statutes § 428A.01, subd. 3, in order to improve the physical environment of downtown Minneapolis.

Except as provided for below, it is the underlying intent that existing services provided by the City should continue to be provided within the District at the present levels and in the same manner.

### **III. PURPOSE AND OBJECTIVES**

This MOU between the City and District Entity is entered into in order to outline the present service delivery by the City within the boundaries of the District.

### **IV. COMMITMENT TO SERVICES**

A. Public Works: The City intends to continue to provide Public Works services at present service delivery levels (as described in Attachment A) or higher within the District subject to modification as noted in Paragraph V.

B. Public Safety: The City intends to continue to provide Public Safety services at present service delivery levels (as described in Attachment B) or higher within the District subject to modification as noted in Paragraph V.

C. Annual Updates: The City, at its own expense, shall provide the District Entity with information on the City's budget process bi-annually in conjunction with the release of the Mayor's proposed budget and with the release of the final adopted budget by the City Council.

## **V. MODIFICATIONS**

A. In the event of a reduction of City resources or redeployment of resources based on City policy and priorities that would affect City service delivery levels in the District, the City will take into consideration current service delivery levels in the District and make best efforts to ensure that the reduction in any City service levels in the District will be in proportion to or less than the level of service reduction to the City at large.

B. In conjunction with the release of budgetary information pursuant to Paragraph IV(C), the District Entity may prepare a written response to the proposed service delivery adjustments and transmit the same to the City after receipt of the Mayor's proposed budget. In the event the District Entity deems the proposed service adjustments unacceptable, it may, at its own discretion and expense, terminate any or all services provided within the District subject to Minnesota Statutes Chapter 428A, MCO Chapter 465, and all other agreements related to the District.

## **VI. ADDITIONAL**

A. Amendments or renewals to the terms and conditions of this MOU may be proposed at any time during the Period of Performance by either party and shall become effective after review and signature by both parties and the approval of the City Council.

B. Nothing in this MOU shall be considered a waiver of the District Entity's right to challenge any subsequent policies, practices, or service delivery adjustments related to the District and the right of termination as noted in Paragraph V(B) above.

## **VII. PERIOD OF PERFORMANCE**

This MOU shall be in full force and effect coterminous with the life of the District, including any renewals, extensions, or terminations thereof.

BY SIGNING THIS DOCUMENT each party has caused this MOU to be executed by an authorized official on the date set forth below.

CONTRACTOR

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF MINNEAPOLIS, a municipal corporation.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: FINANCE OFFICER

APPROVED AS TO FORM:

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

Date: \_\_\_\_\_