

**Reference Numbers**

CCLRT Project:

Metropolitan Council:

City of Minneapolis:

**PROJECT: CENTRAL CORRIDOR LIGHT RAIL TRANSIT PROJECT**

**MASTER AGREEMENT NAME: Master Funding Agreement – City of Minneapolis**

**PARTIES TO MASTER AGREEMENT:**

- Metropolitan Council
- City of Minneapolis

**CFDA NUMBER: 20.500**

**SUBORDINATE FUNDING AGREEMENT NUMBER City of Minneapolis - 01**

This Subordinate Funding Agreement Number City of Minneapolis - 01 is entered into by and between the above-named parties.

**WHEREAS:**

1. The parties entered into a Central Corridor Light Rail Project (“Project”) Master Funding Agreement, effective \_\_\_\_\_.
2. The parties provided in that agreement that certain aspects of funding for the Project would be determined in subsequent Subordinate Funding Agreements.
3. The parties desire to enter into this Subordinate Funding Agreement in order to provide funding for the Project as described below.

**NOW, THEREFORE,** the parties hereby agree as follows:

- 1. Maximum Amount of Authorized for this Agreement:** Not to exceed \$191,461.
- 2. General Purpose for Funds:** City of Minneapolis will be reimbursed for allowable staff costs, material, and equipment costs related the City of Minneapolis furnishing, testing, and installing new NEMA controller at five locations. The controller will be in P-size cabinets capable of 8 vehicle, 4-overlap, and 4 pedestrian phases. All five locations include fiber termination facilities, typical pluggables, including monitor, load switches. One of the sites includes the reuse of the existing fiber optic communication and SCOOT

detection equipment for connection of the control equipment to the Minneapolis SCOOT traffic signal control system.

**3. Specific Description of Funding Authorization:** Funds provided under this subordinate funding agreement may only be used for costs directly incurred within the described General Purpose for Funds.

- a. Met Council will reimburse staff costs in accordance with the positions authorized and at each employee's actual rate of pay plus usual customary labor and overhead costs.
- b. Met Council will reimburse the University for materials and third party contracts. The reimbursements will be based on actual invoices in accordance with the activities authorized. Third party contracts will be reimbursed without administrative or overhead markup.

4. **Project Budget.** The budget for the project funded by this Subordinate Funding Agreement is attached to this Subordinate Funding Agreement as Attachment 1.
5. **Ownership of City of Minneapolis Supplied Materials.** Controller equipment and cabinets as defined by this Agreement and supplied by the City of Minneapolis will be owned and maintained by the City of Minneapolis during project development and shall continue to be owned and maintained by the City of Minneapolis after the commencement of revenue service for the Central Corridor Light Rail Transit project.
6. **Project Activity Period.** The Project Activity Period for the purposes of this Subordinate Funding Agreement shall run from the receipt by the Council of a Letter of No Prejudice from the Federal Transit Administration until reimbursement of all costs associated with the defined General Purpose of Funds is complete or unless terminated earlier consistent with the terms of the Master Funding Agreement.
7. **Subrecipient Agreement.** This subordinate funding agreement, in conjunction with the Master Funding Agreement, constitutes a subrecipient agreement for the purposes of any federal grant funds passed through to the City hereby.
8. **Integration.** The terms, conditions and definitions of the Central Corridor Light Rail Master Funding Agreement, entered into by and between the parties, are expressly incorporated into this Subordinate Funding Agreement.

**CITY OF MINNEAPOLIS**

**METROPOLITAN COUNCIL**

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

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

Thomas H. Weaver  
Regional Administrator

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

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

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

Approved as to form:

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Metropolitan Council

Office of General Counsel

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

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

## ATTACHMENT 1

### SUBORDINATE FUNDING AGREEMENT BUDGET

**Project Costs** – This estimate is based on costs for materials ordered in 2010 and 2010 salary and equipment rates.

**4<sup>th</sup> Street and 17<sup>th</sup> Avenue SE**

<b>MATERIAL</b>			<b>PER SITE</b>
P-Cabinet, Controller, Monitor & Load Switches			\$21,770
Fiber Termination Facility			\$250
UPS Unit			\$7,384
<b>LABOR</b>	<b>Hours</b>	<b>Rate</b>	
<b>SET-UP</b>			
1 Electrician	40	\$53.00	\$2,120
1 Engineer	8	\$80.00	\$400
<b>INSTALLATION</b>			
3-Man Electrical Crew	8	\$160.00	\$1,280
<b>EVP &amp; VIDEO DETECTOR SET-UP/TESTING</b>			
3-Man Electrical Crew	12	\$160.00	\$1,920
<b>RELOCATE EXISTING SCOOT COMMUNICATION &amp; DETECTION EQUIPMENT TO NEW CABINET</b>			
3-Man Electrical Crew	8	\$160.00	\$1,280
LABOR ADDITIVE 50%			\$3,500
<b>EQUIPMENT</b>			
Tower Truck	8	\$8.56	\$68
Pick-up Truck	36	\$2.13	\$77
<b>TOTAL</b>			<b>\$40,049</b>

**Project Costs** – This estimate is based on costs for materials ordered in 2010 and 2010 salary and equipment rates.

**Delaware & East River Road, Arlington & Pleasant, Harvard & Beacon, and Harvard & Delaware**

<b>MATERIAL</b>			<b>PER SITE</b>	<b>x 4 SITES</b>
P-Cabinet, Controller, Monitor & Load Switches			\$21,770	\$87,080
UPS Unit			\$7,384	\$29,536
<b>LABOR</b>	<b>Hours</b>	<b>Rate</b>		
<b>SET-UP</b>				
1 Electrician	40	\$53.00	\$2,120	\$8,480
1 Engineer	8	\$50.00	\$400	\$1,600
<b>INSTALLATION</b>				
3-Man Electrical Crew	8	\$160.00	\$1,280	\$5,120
<b>EVP &amp; VIDEO DETECTOR SET-UP/TESTING</b>				
3-Man Electrical Crew	12	\$160.00	\$1,920	\$7,680
LABOR ADDITIVE 50%			\$2,860	\$11,440
<b>EQUIPMENT</b>				
Tower Truck	8	\$8.56	\$68	\$272
Pick-up Truck	24	\$2.13	\$51	\$204
<b>TOTAL</b>			<b>\$37,853</b>	<b>\$151,412</b>