

JANUARY 2018

**AMENDED AND RESTATED
JOINT POWERS AGREEMENT
FOR THE RED ROCK CORRIDOR COMMISSION**

This Amended and Restated Joint Powers Agreement, hereinafter together with any supplements, amendments, or exhibits (Agreement) is made and entered into on this _____ day of _____, 201_, by and between the **RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY (RCRRA), WASHINGTON COUNTY REGIONAL RAILROAD AUTHORITY (WCRRA), the city of COTTAGE GROVE (Cottage Grove), the city of HASTINGS (Hastings), the city of NEWPORT (Newport), the city of SAINT PAUL (Saint Paul), and the city of ST. PAUL PARK (St. Paul Park)** (each a “Party” and collectively the “Parties”) under the authority of and pursuant to the provisions of Minn. Stat. Chapters 398A and 471.59.

WITNESSETH:

WHEREAS, Dakota Regional Railroad Authority (DCRRA), Hennepin County Regional Railroad Authority (HCRRA) , RCRRA , WCRRA, Cottage Grove, Hastings, St. Paul Park, Newport, and Denmark Township entered into a Joint Powers Agreement (Original JPA) dated March 1999 establishing a joint powers board titled the Red Rock Corridor Commission (Commission) pursuant to Minn. Stat. §§ 471.59 and 398A.04, subd. 9; and

WHEREAS, DCRRA, HCRRA, RCRRA, WCRRA, Cottage Grove, Hastings, St. Paul Park, Newport, Denmark Township, Saint Paul, and the city of Minneapolis (Minneapolis) amended and restated the Original JPA on July 27, 2004 (the Amended JPA); and

WHEREAS, DCRRA, HCRRA, Denmark Township, and Minneapolis have withdrawn from the Amended JPA and the Commission;

WHEREAS, the Red Rock Corridor is defined as the transitway corridor originating in Hastings in Dakota County, continuing through Washington County and Ramsey County, and terminating in downtown Saint Paul in Ramsey County with connections to other multi-modal transportation options; and

WHEREAS, the Red Rock Corridor has significant transportation, safety, and land use issues; and

WHEREAS, there are opportunities for a variety of multi-modal transportation improvements in the Red Rock Corridor; and

WHEREAS, the Parties wish to collaboratively plan for multi-modal transportation improvements to the Red Rock Corridor and for the related land use and development impacts; and

WHEREAS, the Commission has completed a bus rapid transit feasibility study on the Red Rock Corridor and determined that planning for bus rapid transit in the Red Rock Corridor should continue; and

WHEREAS, pursuant to Minn. Stat. 398A, a regional railroad authority located in Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, or Washington Counties may exercise powers to plan, establish, acquire, develop, purchase, enlarge, extend, improve, maintain, equip, regulate, and protect; and pay costs of construction and operation of a bus rapid transit systems located within its county on transitways included in and approved by the Metropolitan Council's 2030 Transportation Policy Plan; and

WHEREAS, the Red Rock Corridor is included in and approved by the Metropolitan Council's 2030 Transportation Policy Plan as a corridor recommended for a future transitway; and

WHEREAS, the Commission intends to work collaboratively with Minnesota Department of Transportation (MnDOT) and the Metropolitan Council for the planning and development of bus rapid transit in the Red Rock Corridor; and

WHEREAS, RCRRA, WCRRA, Cottage Grove, Hastings, Newport, Saint Paul, and St. Paul Park, as the remaining Parties of the Commission desire to amend and restate the Amended JPA; and

WHEREAS, this Amended and Restated JPA is also referred to as the “JPA” or “Agreement”, further amends the Original JPA as amended by the Amended JPA, and restates and replaces the Original JPA and the Amended JPA in their entirety; and

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and covenants herein, the Parties hereto hereby agree to as follows:

ARTICLE 1. DEFINITIONS

Unless context otherwise requires, the terms defined in this Article shall have the following meanings:

1. “Agreement” means this Amended and Restated Joint Powers Agreement (or, the “JPA”).
2. “Commission” shall mean the joint powers body established in this JPA.
3. “Effective Date” shall mean the date upon which the last of the Parties approves this Amended and Restated JPA as provided in Article 3 below.
4. “Financial Party” means individually RCRRA and WCRRA.
5. “Non-Financial Party” means individually Cottage Grove, Hastings, Newport, Saint Paul, and St. Paul Park.
6. “Member” shall mean the elected official appointed to the Commission to represent a Financial Party or Non-Financial Party.

ARTICLE 2. PURPOSE

The Parties have entered into this Agreement for the purpose of jointly exercising the powers granted to Regional Railroad Authorities organized under the provisions of Minn. Stat. Ch. 398A,

including but not limited to the acquisition and management of federal, state, and local funding in conjunction with Minnesota Department of Transportation (MnDOT) and the Metropolitan Council, and may perform any responsibilities delegated by the Commissioner of Transportation subject to the conditions that sufficient funds are received.

ARTICLE 3. TERM

This Amended and Restated JPA shall be effective to amend, replace, and supersede the Amended JPA only when adopted by all the Parties identified in the caption to this Agreement (the “Effective Date”). The date upon which this Amended and Restated JPA shall amend and restate the Amended JPA and be the JPA shall be the date on which the last Party approves this Amended and Restated JPA by action of its governing board or council. The Amended and Restated JPA shall remain in full force and effect until terminated by the then Parties pursuant to Article 10 below.

ARTICLE 4. JOINT POWERS BOARD

The Original JPA creates a joint powers board as a public entity, known as the Red Rock Corridor Commission, or the “Commission”. The Commission is an entity separate from the Parties to this Agreement and shall not be deemed an agent or partner of the Parties to this Agreement, and the Parties to this Agreement shall not be liable for the actions of the Commission. The Commission shall have full authority to exercise all powers stated herein.

ARTICLE 5. MEMBERSHIP

- A. Each Financial Party shall appoint one (1) Member and one (1) alternate to the Commission. Each Non-Financial Party shall appoint one (1) Member and one (1) alternate to the Commission.

Additional parties may become members of the Commission by amendment to this Agreement as provided in Article 11 below.

Members of the Commission appointed by a Financial Party will have three (3) votes. Members of the Commission appointed by Non-Financial Parties will have one (1) vote.

- B. Commission Members’ terms shall commence on January 15 of a calendar year and end on January 14 of the next succeeding year, or until a successor is appointed.

ARTICLE 6. POWERS OF COMMISSION

The Commission has such authority as is necessary and proper to make all decisions to carry out its purpose as described in Article 2. Such powers shall be subject to the provisions of Minn. Stat. § 471.59 and will include, but not be limited to, any or all of the following powers to the extent provided by law or not otherwise limited by this Agreement.

- A. Adopt an annual budget, together with a statement of the sources of funding and an estimate of the amounts required of each Financial Party.

- B. Enter into transactions, including contracts or leases, required in furtherance of this Agreement and statutory mandate, and enforce such transactions to the extent available in equity or at law. The contracting and purchasing requirements of one Party designated by the Commission shall apply hereto. The Commission may approve any contract relating to this Agreement up to the amount approved in the annual budget, and may authorize the Chair of the Commission to execute those contracts.
- C. Adopt by-laws and any amendments consistent with this Agreement required for the exercise of the powers and purposes stated in this Agreement. The by-laws shall be effective only if approved by unanimous vote of the Financial Parties of the Commission.
- D. Apply for and accept gifts, grants, loans of money, other property, or assistance on behalf of the contracting parties from the United States government, the State of Minnesota, or any person, association, or agency for any of its purposes, including any grant which may be available, enter into any agreement in connection therewith, and hold, use and dispose of such money, other property, and assistance in accordance with the terms of the gifts, grants, or loans relating thereto.
- E. Acquire and hold such real and personal property as may be required to accomplish the purposes of this Agreement and, upon termination of this Agreement, make distribution of such property as is provided for in this Agreement.
- F. Employ agents and employees, and to fix the compensation and all other terms and conditions of employment thereof.
- G. Incur debts, liabilities, or obligations which do not constitute a debt of any of the Parties. The Commission does not have authority to incur debts, liabilities, or obligations which constitute a debt of any of the Parties.
- H. Sue and be sued in its own name.

All powers granted herein shall be exercised by the Commission in accordance with the legal requirements applicable to regional railroad authorities.

ARTICLE 7. OFFICERS, EMPLOYEES, AND SERVICES

- A. The Commission shall elect a Chair and Vice-Chair from its membership at its first regular meeting each year. The Chair and Vice-Chair shall be elected by the Commission from its membership for a term of one (1) year. The Chair shall preside at all meetings of the Commission, may establish such subcommittees as may be needed from time to time and shall perform other duties and functions as may be determined by the Commission. The Vice-Chair shall preside over and act for the Commission during the absence of the Chair. If both the Chair and Vice-Chair are absent, the Commission may elect a temporary Chair to conduct its business, provided a quorum is present.
- B. **Staff**. Each Party may provide staff support to the Commission, subject to the approval of the Commission.

- C. **Vacancies.** If an appointment of any Commission Member or alternate is vacated before the end of his or her term, the vacancy shall be filled by appointment by the appropriate appointing governing body. Vacancies shall be filled within thirty (30) days of their occurrence. A vacancy shall be deemed to have occurred when any of the conditions specified in Minn. Stat. § 351.02 exist.
- D. **Meetings.** The Commission shall meet at regular intervals at such times and places for the upcoming year as set by the Commission at its last regular meeting each year. Special meetings may be held on reasonable notice by the Chair or any two Members upon terms and conditions as the Commission may determine and that conform to the Minnesota Open Meeting Law, Minn. Stat. § 13D.
- E. **Committees.** The Commission may establish standing committees of the Commission by providing for such committees by resolution. The Chair may establish ad hoc committees of the Commission.

ARTICLE 8. FUNDING

- A. **Financial Parties' Contribution.** Within sixty (60) days of the Effective Date, the Commission shall review the budget for the calendar year in which the Effective Date occurs and determine the balance of unencumbered funds. The Commission shall credit all unencumbered funds (Balanced Credit) to RCRRA and WCRRA in proportion to their respective contributions. The Commission shall thereafter modify or affirm the budget for the remainder of the calendar year, and shall assess the Financial Parties their proportionate share of the budget as follows:

50%	Ramsey County Regional Railroad Authority (RCRRA)
50%	Washington County Regional Railroad Authority (WCRRA)
- B. **Annual Budget.** For the calendar year next following the calendar year of the Effective Date and all subsequent years, the Commission shall establish and approve a budget. Each Financial Party shall be assessed for its proportionate share of the budget according to the schedule above. The RCRRA and WCRRA assessment shall be first deducted from any remaining Balance Credit, with any remainder due as in Article 8D below.
- C. **Financial Parties' Budget Approval.** Adoption of the budget shall require unanimous approval of the Financial Party Members.
- D. **Contribution Date.** Except for any initial contribution required by this Agreement, assessments made under the provisions of this article shall be paid by each Financial Party by January 3 of each year. The initial contribution shall be made within sixty (60) days of the adoption of the budget pursuant to Article 8A above.
- E. **Budgeting, Accounting, Fiscal Agent, and Other Services.** The Commission may contract with any Party to provide contract management, legal review, and budgeting and accounting services necessary or convenient for the Commission and otherwise act as the Commission's

fiscal agent. Such services shall include, but not be limited to, management of all funds, including contributions and grant monies, payment for contracted services, and relevant bookkeeping and record keeping. The contracting and purchasing requirements of the Party so selected shall apply to transactions of the Commission. Such Party shall identify the staff person to work as liaison with the Commission.

- F. **Accountability for Funds.** All funds shall be accounted for according to generally acceptable accounting principles. A report on all receipts and disbursements shall be forwarded to the Commission on an annual basis. The Parties have the authority to request reports pertaining to any and all budgeting and accounting services. All interest earned from established Commission funds shall be credited back to that same fund.
- G. **Cost Sharing Agreement.** The Financial Parties may enter into, but are not bound to enter into, cost sharing agreements with each other for the purpose of providing additional local funding to carry out the purposes of the Commission.

ARTICLE 9. FINANCIAL SERVICES

The Commission designates WCRRA to receive and manage Commission funds, to provide any and all budgetary and accounting services necessary and convenient for the Commission, including county contributions and grant monies awarded to the Commission, administer contracts for Commission activities, and to provide legal services for the review and drafting of Commission contracts and grant documents.

- A. **Budgeting and Accounting Services.** WCRRA shall provide budgeting and accounting services necessary to manage Commission funds, including Financial Party contributions and grant monies. Such services shall include, but not be limited to management of all funds, including Financial Party contributions and grant monies, payment for contracted services, and relevant bookkeeping and record keeping. WCRRA shall establish one or more separate funds for said monies and all interest earned from established funds shall be credited back to those same funds.
- B. **Accountability for Funds.** All funds shall be accounted for according to generally accepted accounting principles. The Commission may request a report pertaining to budgeting and accounting services provided pursuant to this Agreement.
- C. **Contracting and Purchasing.** Contracting and purchasing requirements of WCRRA shall apply to contracts let, grant application submitted, and purchases made by the Commission during the term of the Agreement.
- D. **Records.** All pertinent books, records, documents, and account procedures and practices shall be maintained by WCRRA and made available to the Commission and the State Auditor upon reasonable notice and shall be retained for a period of three years.
- E. **Indemnification.** Nothing in this Article is intended by the Parties as a waiver of any 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.

- F. **Insurance.** The Commission shall purchase insurance to cover open meetings, municipal liability, auto, and crime.

ARTICLE 10. WITHDRAWAL AND TERMINATION

- A. **Withdrawal.** Any Party may withdraw from this Agreement upon 90-days prior written notice evidenced by resolution of the Party's governing body to the Commission. In the event of withdrawal by any Party, this Agreement shall remain in full force and effect as to all remaining Parties.
- B. **Effect of Withdrawal, Disposition of Property, Funds, and Obligations.** A Party withdrawing from this Agreement shall, prior to such withdrawal, pay the full amount of any unpaid assessments to the Commission as defined in Article 8. A Party withdrawing from this Agreement shall not receive a distribution of property or funds until such time as this Agreement is terminated by all Parties pursuant to this Article 10. Such disposition of property shall be in accordance with the provisions of Article 10D below.

Any Party withdrawing shall be liable for any assessment in the year in which the withdrawal becomes final only for the period in such year that the party remains a Party. The Party's assessment shall not exceed the sum of one-twelfth (1/12th) the full assessment multiplied by the number of months or fractions thereof in the year during which the Party remains a Party.

- C. **Termination.** This Agreement shall terminate upon the occurrence of any one of the following events:
- (a) When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or
 - (b) When a majority of the Parties agrees to terminate this Agreement.
- D. **Disposition of Property and Funds.** At such time as this Agreement is terminated, any property interest remaining in the Commission, following discharge of all obligations owed by the Commission, shall be disposed of and the proceeds of the property shall be returned to the parties in proportion to their contribution.
- E. **Effect of Withdrawal of Financial Party on Budget.** In the event a Financial Party withdraws, the unpaid assessment allocable to such Party in the year of withdrawal and subsequent years shall be reallocated to the remaining Financial Parties in proportion that the assessment allocations under Article 8A of this Agreement.

ARTICLE 11. MISCELLANEOUS

- A. **Amendments.** This Agreement may be amended by unanimous agreement of the Parties as evidenced by resolutions adopted by the respective governing bodies.

- B. **Records, Accounts, and Reports.** The Commission shall establish and maintain such funds and accounts as may be required by good accounting practices. The books and records of the Commission shall be subject to the provisions of Minn. Stat. Ch. 13, the Minnesota Government Data Practices Act, and Minn. Stat. § 16C.05, subd. 5. The Commission, within one hundred twenty (120) days after the close of each fiscal year, which shall be January 1 to December 31, shall give a complete written report of all financial activities for such fiscal year to the Parties.
- C. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- D. **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of the Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.
- E. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral agreements, including the Amended JPA, relating to the Commission.
- F. **Alternative Dispute Resolution.** In the event of a dispute arising under this Agreement, the parties and the Commission agree to attempt to resolve their dispute by following the process described below:
- (1) A Party shall provide written notice to the Commission describing perceived conflict, positions, and underlying reasons.
 - (2) The Commission or Party shall provide written response to notice within seven (7) days of receipt of notice.
 - (3) The Parties shall meet within 14 days of receipt of response with a neutral facilitator. The neutral facilitator will be a representative from the Minnesota Office of Dispute Resolution. Costs of such facilitator shall be shared equally by all Parties to the dispute.
 - (4) At the first meeting, the neutral facilitator will assist the Parties in identifying the appropriate Parties and participants in the dispute resolution process, their concerns, a meeting agenda and design for any subsequent meetings. The Parties shall agree on a process for resolving the problem that would involve additional negotiations, mediation, or arbitration.
 - (5) In developing the process, the Parties will be guided by the following principles:
 - (i) the Parties will attempt in good faith to reach a negotiated settlement;

- (ii) the Parties agree that there must be fair representation of the parties directly involved in the dispute;
 - (iii) the Parties will use legal proceedings as a last resort; and
 - (iv) in the event the Parties are unable to resolve the dispute, each Party retains all rights, remedies, or defenses it had prior to entering the process.
- (6) The Parties will report to the Commission within 60-days of their first meeting on the resolution of the dispute or a recommendation to commence legal proceedings.

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