

**AMENDED AND RESTATED
JOINT POWERS AGREEMENT**

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 _____, 200____, by and between **ANOKA COUNTY** (ANOKA), **CARLTON COUNTY** (CARLTON COUNTY), **CHISAGO COUNTY REGIONAL RAILROAD AUTHORITY** (CHISAGO), **PINE COUNTY** (PINE), **RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY** (RAMSEY), **ST. LOUIS AND LAKE COUNTIES REGIONAL RAILROAD AUTHORITY** (ST. LOUIS/LAKE), **WASHINGTON COUNTY REGIONAL RAILROAD AUTHORITY** (WASHINGTON), the city of **ASKOV** (ASKOV), the city of **ATKINSON** (ATKINSON), the city of **BARNUM** (BARNUM), the city of **BEROUN** (BEROUN), the city of **BRUNO** (BRUNO), the city of **CARLTON** (CARLTON), the city of **CENTERVILLE** (CENTERVILLE), the city of **CLOQUET** (CLOQUET), the city of **DULUTH** (DULUTH), the city of **DUQUETTE** (DUQUETTE), the city of **ESKO** (ESKO), the city of **FINLAYSON** (FINLAYSON), the city of **FOREST LAKE** (FOREST LAKE), the city of **GEM LAKE** (GEM LAKE), the city of **HARNEY** (HARNEY), the city of **HARRIS** (HARRIS), the city of **HERMANTOWN** (HERMANTOWN), the city of **HINCKLEY** (HINCKLEY), the city of **HUGO** (HUGO), the city of **KERRICK** (KERRICK), the city of **LINO LAKES** (LINO LAKES), the city of **LITTLE CANADA** (LITTLE CANADA), the city of **MAHTOWA** (MAHTOWA), the city of **MAPLEWOOD** (MAPLEWOOD), the city of **MOOSE LAKE** (MOOSE LAKE), the city of **NORTH BRANCH** (NORTH BRANCH), the city of **PINE CITY** (PINE CITY), the city of **PROCTOR** (PROCTOR), the city of **ROCK CREEK** (ROCK CREEK), the city of **RUSH CITY** (RUSH CITY), the city of **RUTLEDGE** (RUTLEDGE), the city of **ST. PAUL** (ST. PAUL), the

city of **SANDSTONE** (SANDSTONE), the city of **STACY** (STACY), the city of **STURGEON LAKE** (STURGEON LAKE), the city of **THOMPSON** (THOMPSON), the city of **WHITE BEAR LAKE** (WHITE BEAR LAKE), the city of **WILLOW RIVER** (WILLOW RIVER), the city of **WYOMING** (WYOMING), **COLUMBUS TOWNSHIP** (COLUMBUS), **LENT TOWNSHIP** (LENT), **NICKERSON TOWNSHIP** (NICKERSON), **RUSHEBA TOWNSHIP** (RUSHEBA), **WHITE BEAR TOWNSHIP** (WHITE BEAR TOWNSHIP), and **WYOMING TOWNSHIP** (WYOMING TOWNSHIP), under the authority of and pursuant to the provisions of Minn. Stat. Chapters 398A and 471.59.

WITNESSETH:

WHEREAS, ANOKA, CHISAGO, PINE, RAMSEY, WASHINGTON, FOREST LAKE, HARRIS, HUGO, LITTLE CANADA, MAPLEWOOD, NORTH BRANCH, RUSH CITY, WHITE BEAR, WYOMING, WHITE BEAR TOWNSHIP, and WYOMING TOWNSHIP entered into a Joint Powers Agreement establishing the Rush Line Corridor Taskforce (TASK FORCE) pursuant to Minn. Stat. §§ 471.59 and 398A.04, subd. 9, said AGREEMENT dated March 31, 1999 and

WHEREAS, ANOKA, CHISAGO, PINE, RAMSEY, WASHINGTON, FOREST LAKE, HARRIS, HUGO, LITTLE CANADA, MAPLEWOOD, NORTH BRANCH, RUSH CITY, WHITE BEAR, WYOMING, WHITE BEAR TOWNSHIP and WYOMING TOWNSHIP desire to amend and restate the Joint Powers Agreement and include CARLTON COUNTY, ST. LOUIS/LAKE, ASKOV, ATKINSON, BARNUM, BEROUN, BRUNO, CARLTON, CENTERVILLE, CLOQUET, DULUTH, DUQUETTE, ESKO, FINLAYSON, GEM LAKE, HARNEY, HERMANTOWN, HINCKLEY, KERRICK, LINO LAKES, MAHTOWA, MOOSE LAKE, PINE CITY, PROCTOR, ROCK CREEK, RUTLEDGE, ST. PAUL, SANDSTONE,

STACY, STURGEON LAKE, THOMPSON, WILLOW RIVER, COLUMBUS, LENT, NICKERSON, and RUSHEBA as a party to this AGREEMENT; and

WHEREAS, the Rush Line Corridor is defined as the transitway corridor originating in St. Paul in Ramsey County and extending north from Ramsey County through Washington County, Chisago County, Pine County, and Carlton County to Duluth in St. Louis County; and

WHEREAS, the Rush Line Corridor has significant transportation, safety, and land use issues; and

WHEREAS, there are opportunities for a variety of multi-modal transportation improvements in the Rush Line Corridor, including highway, commuter and freight rail, bus rapid transit, multi-use paths and/or recreational trails including bicycle trails, and Intelligent Transportation Systems (ITS); and

WHEREAS, the parties wish to collaboratively plan for multi-modal transportation improvements to the Rush Line Corridor and for the related land use and development impacts, and

WHEREAS, the TASK FORCE has completed a transit study on the Rush Line Corridor, and determined that planning for bus, bus rapid transit, and commuter rail in the Rush Line Corridor should continue; and

WHEREAS, the Minnesota Department of Transportation (Mn/DOT) has completed a study of the restoration of passenger service from the Twin Cities to Duluth and the Iron Range, and determined that additional analysis should continue; and

WHEREAS, Minn. Stat. § 174.80 et seq. grants authority and responsibility to the Mn/DOT to design, develop, construct, and operate commuter rail in Minnesota and to enter into agreements with joint powers boards to carry out these responsibilities; and

WHEREAS, the TASK FORCE intends to work collaboratively with Mn/DOT and the Metropolitan Council for the planning and development of commuter rail or other rail or rail beneficial related transit modes in the Rush Line Corridor; and

WHEREAS, it is the desire of the parties hereto to amend and restate the March 31, 1999, Joint Powers Agreement.

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

ARTICLE 1. DEFINITIONS

Unless context otherwise requires, the terms defined in this section shall have the meanings stated herein:

1. **Agreement** means this Amended and Restated Joint Powers Agreement.
2. **Task Force** shall mean the Joint Powers body established herein.
3. **Financial Member** means individually Anoka County, Carlton County, the Chisago County Regional Railroad Authority, Pine County, Ramsey County Regional Railroad Authority, St. Louis/Lake Counties Regional Railroad Authority, or Washington County Regional Railroad Authority.
4. **Original Signatory** shall mean, individually, Anoka County, Chisago County Regional Railroad Authority, Pine County, Ramsey County Regional Railroad Authority, Washington County Regional Railroad Authority, Forest Lake, Harris, Hugo, Little Canada, Maplewood, North Branch, White Bear, Wyoming, White Bear Township, and Wyoming Township.
5. **Corridor county population** means the population within the corridor of each county, with the corridor being defined as one mile on either side of the abandoned and active Burlington Northern Santa Fe (BNSF) railroad corridor in Ramsey County, roughly parallel to Hwy. 61, one mile on either side of the railroad corridor in Duluth, and five miles on either side of the railroad corridor for the non-urbanized portion of the corridor. If a different corridor were selected, the county corridor population would be measured on either side of that corridor instead.

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 acquiring and managing federal, state, and local funding in conjunction with the Minnesota Department of Transportation and the Metropolitan Council, and performing any responsibilities delegated by the Commissioner of Transportation subject to the conditions that sufficient funds are received.

ARTICLE 3. TERM

This AGREEMENT shall be effective (EFFECTIVE DATE) when adopted by all ORIGINAL SIGNATORIES. The EFFECTIVE DATE of this AGREEMENT shall be the date on which the last ORIGINAL SIGNATORY approves the AGREEMENT by action of its governing board or council. This AGREEMENT shall remain in full force and effect until terminated by the parties pursuant to Article 9 of the AGREEMENT.

CARLTON COUNTY, ST. LOUIS/LAKE, ASKOV, ATKINSON, BARNUM, BEROUN, BRUNO, CARLTON, CENTERVILLE, CLOQUET, DULUTH, DUQUETTE, ESKO, FINLAYSON, GEM LAKE, HARNEY, HERMANTOWN, HINCKLEY, KERRICK, LINO LAKES, MAHTOWA, MOOSE LAKE, PINE CITY, PROCTOR, ROCK CREEK, RUTLEDGE, ST. PAUL, SANDSTONE, STACY, STURGEON LAKE, THOMPSON, WILLOW RIVER, COLUMBUS, LENT, NICKERSON, and RUSHEBA will become a party to this AGREEMENT on the later of the date approved by their governing body or the EFFECTIVE DATE herein stated. Provided, however, that if CARLTON COUNTY, ST. LOUIS/LAKE, ASKOV, ATKINSON, BARNUM, BEROUN, BRUNO, CARLTON, CENTERVILLE, CLOQUET, DULUTH, DUQUETTE, ESKO, FINLAYSON, GEM LAKE, HARNEY, HERMANTOWN, HINCKLEY, KERRICK, LINO LAKES, MAHTOWA, MOOSE LAKE, PINE CITY, PROCTOR, ROCK CREEK, RUTLEDGE, ST. PAUL, SANDSTONE, STACY, STURGEON LAKE, THOMPSON, WILLOW RIVER, COLUMBUS, LENT, NICKERSON, and RUSHEBA fail to approve the AGREEMENT within one (1) year of the EFFECTIVE DATE, they will not become parties to this AGREEMENT, except by amendment to this AGREEMENT.

ARTICLE 4. JOINT POWERS BOARD

There is hereby created a Joint Powers Board as a public entity, to be known as the Rush Line Corridor Task Force. The TASK FORCE shall be an entity separate from its member bodies and shall not be deemed an agent or partner of the member bodies, and the member bodies shall not be liable for the actions of the TASK FORCE. The TASK FORCE shall have full authority to exercise all powers stated herein without approval by the governing body or bodies of any member or members.

ARTICLE 5. MEMBERSHIP

- A. Each party shall appoint one (1) member and one (1) alternate to the TASK FORCE.

TASK FORCE members and alternates must be members of the party which appoints them. If a TASK FORCE member ceases to be a member of such party, his or her membership on

the TASK FORCE shall cease on the date of cessation of such membership, and the appointing party shall appoint a new member or alternate.

Additional parties may become members of the TASK FORCE by amendment to this AGREEMENT pursuant to Article 10 hereof.

All members of the TASK FORCE will have one (1) vote.

- B. TASK FORCE membership 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 TASK FORCE

The TASK FORCE 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.
- 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 TASK FORCE shall apply hereto. The TASK FORCE may approve any contract relating to this AGREEMENT up to the amount approved in the annual budget, and may authorize the Chair of the TASK FORCE 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 may provide for the appointment of ex officio, non-voting members to the TASK FORCE by the TASK FORCE.
- 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 Joint Powers Board 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 TASK FORCE in accordance with the legal requirements applicable to the regional railroad authorities.

ARTICLE 7. OFFICERS, EMPLOYEES, AND SERVICES

- A. The TASK FORCE 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 TASK FORCE from its membership for a term of one (1) year. The Chair shall preside at all meetings of the TASK FORCE, 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 TASK FORCE. The Vice-Chair shall preside over and act for the TASK FORCE during the absence of the Chair. If both the Chair and Vice-Chair are absent, the TASK FORCE may elect a temporary Chair to conduct its business, provided a quorum is present.

Notwithstanding any provision to the contrary, following the EFFECTIVE DATE of this AGREEMENT, the term of the prior TASK FORCE's officers shall automatically expire and a special election shall be held to elect interim officers. The term of the interim officers commence upon election by the TASK FORCE and continue until the first regular meeting of the following year, at which time elections will be held to elect permanent officers pursuant to this section who will serve a term according to this section.

- B. **Executive Committee.** The TASK FORCE shall establish an Executive Committee of the TASK FORCE consisting of the representative of each Financial Member. The Executive Committee shall develop and make recommendations to the TASK FORCE regarding the ongoing responsibilities of the TASK FORCE, and shall have such other duties as set forth in the TASK FORCE's by-laws.
- C. **Staff.** Each party may provide staff support to the TASK FORCE, subject to the approval of the TASK FORCE.
- D. **Vacancies.** If an appointment of any TASK FORCE 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.
- E. **Meetings.** The TASK FORCE shall meet at regular intervals at such times and places as the TASK FORCE shall establish in its by-laws. Special meetings may be held on reasonable notice by the Chair or any two members upon terms and conditions as the TASK FORCE may determine and that conform to the Minnesota Open Meeting Law, Minn. Stat. § 13D.

- F. **Committees.** The TASK FORCE may establish standing committees of the TASK FORCE by providing for such committees by resolution. The Chair may establish ad hoc committees of the TASK FORCE.

ARTICLE 8. FUNDING

- A. **Financial Members' Contributions.** The TASK FORCE will collect, if determined by the TASK FORCE to be needed, the funding for items listed below. This funding shall be based on corridor county population for the most recent census year or most recent state demographer data available. For capital projects located in one county, that county or regional railroad authority would be expected to fund the non-federal portion of the project costs if federal funds are received for that project.
- (a) Administrative costs shall include but not limited to salaries and fringe benefits, rent, utilities, transportation, travel, telephone, office supplies, insurance, accounting and legal fees not relating to a specific corridor, and membership fees and dues incurred by the Board.
- B. **Annual Budget.** For the calendar year next following the calendar year in which the EFFECTIVE DATE occurs and all subsequent years, the TASK FORCE shall establish and approve a budget.
- C. **Financial Members' Budget Approval.** Adoption of the budget shall require unanimous approval of the Financial 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 Member 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 8(A) thereof.
- A. **Budgeting, Accounting, Fiscal Agent, and Other Services.** The TASK FORCE may contract with any party to provide contract management, legal review, and budgeting and accounting services necessary or convenient for the TASK FORCE and otherwise act as the TASK FORCE'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 member so selected shall apply to transactions of the TASK FORCE. Such member shall identify the staff person to work as liaison with the TASK FORCE.
- B. **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 TASK FORCE 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 TASK FORCE funds shall be credited back to that same fund.

ARTICLE 9. 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 TASK FORCE. 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 TASK FORCE as defined in Article 8(A). 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 9. Such disposition of property shall be in accordance with the provisions of Section D of this Article 9.
- Any member 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 TASK FORCE, following discharge of all obligations owed by the TASK FORCE, 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 Member on Budget.** In the event a Financial Member withdraws, the unpaid assessment allocable to such member in the year of withdrawal and subsequent years shall be reallocated to the remaining Financial Members in proportion that the assessment allocations under Article 8(A) hereof bear to each other.

ARTICLE 10. 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 TASK FORCE shall establish and maintain such funds and accounts as may be required by good accounting practices. The books and records of the TASK FORCE 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 TASK FORCE, 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 relating to the TASK FORCE.
- F. **Alternative Dispute Resolution.** In the event of a dispute arising under this AGREEMENT, the parties and the TASK FORCE agree to attempt to resolve their dispute by following the process described below:
- (1) A party shall provide written notice to the TASK FORCE describing perceived conflict, positions, and underlying reasons.
 - (2) The TASK FORCE or member 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 TASK FORCE 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.

ST. PAUL

Council President

Date