

**AMENDED JOINT POWERS AGREEMENT  
ESTABLISHING THE  
MINNEAPOLIS-DULUTH/SUPERIOR PASSENGER RAIL ALLIANCE**

This Amended Joint Powers Agreement ("Agreement") is made by and between the Hennepin County Regional Railroad Authority, a political subdivision under the laws of the State of Minnesota ("Hennepin RRA"); the Pine County Regional Railroad Authority, a political subdivision under the laws of the State of Minnesota ("Pine RRA"); the St. Louis and Lake Counties Regional Railroad Authority, a political subdivision under the laws of the State of Minnesota ("St. Louis-Lake RRA"); the City of Duluth, a municipal corporation created and existing under the laws of the State of Minnesota ("Duluth"); the City of Minneapolis, a political subdivision under the laws of the State of Minnesota ("Minneapolis"); the Mille Lacs Band of Ojibwe, a federally recognized Indian Tribe ("Mille Lacs Band"); the City of Cambridge, Minnesota, a municipal corporation created and existing under the laws of the State of Minnesota ("Cambridge"); the City of Superior, a political subdivision under the laws of the State of Wisconsin ("Superior"); and Douglas County, Wisconsin, a political subdivision under the laws of the State of Wisconsin ("Douglas") (each individually, a "Party"; and collectively, the "Parties").

**WITNESSETH:**

**WHEREAS**, the Parties to this Agreement directly border on, encompass or are in close proximity to a portion of the currently existing Minneapolis-Duluth/Superior rail corridor which is primarily owned and operated by BNSF Railway Company, commonly referred to as the Hinckley Subdivision, over which passenger rail service has historically operated ("Corridor");

**WHEREAS**, the Corridor serves as a critical link between the Twin Cities metropolitan area and northeast areas of Minnesota and further serving communities in the Corridor from Minneapolis, northeast to Duluth, Minnesota and Superior, Wisconsin ("Twin Ports");

**WHEREAS**, the Parties desire to collaboratively discuss, study, plan for, promote and facilitate the development of intercity passenger rail transportation between the Twin Cities Metropolitan and the Twin Ports areas;

**WHEREAS**, the Parties are authorized to enter into a joint powers agreement in accordance with Minn. Stat. Sec. 471.59 and Minn. Stat. Secs. 398A.04 and 398.06; and

**WHEREAS**, the Mille Lacs Band of Ojibwe (MLBO) is authorized to enter into this Agreement in accordance with 3 MLBSA § 2 as evidenced by its Joint Resolution 14-03-04-11.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

## **I. CREATION OF MINNEAPOLIS-DULUTH/SUPERIOR PASSENGER RAIL ALLIANCE**

In accordance with Minn. Stat. Sec. 471.59, Minn. Stat. Chap. 398A and other applicable authority, the Parties hereby establish the Minneapolis-Duluth/Superior Passenger Rail Alliance ("Alliance") to be governed by the terms of this Agreement.

## **II. PURPOSE**

The purpose of this Agreement is to:

- A. Jointly and cooperatively plan for and maximize the opportunities for establishing high-speed intercity passenger rail service along the Corridor.
- B. Analyze the feasibility, environmental impacts, rail characteristics, station locations, train scheduling, operations and other necessary features for integrated transportation improvements along the Corridor, including intercity passenger and freight rail and to analyze safety and related issues.
- C. Provide a mechanism whereby the Alliance can facilitate systematic planning for and development of passenger rail transportation along the Corridor, including communication with and coordination of Alliance activities as necessary with BNSF Railway Company, other affected railroads, state agencies, counties, municipalities, the Federal Railroad Administration, other regulatory, planning and funding agencies, tribal authorities and other stakeholders for advancement of the Alliance's purposes.

## **III. JOINT POWERS BOARD**

### Section 1: Establishment and Composition of Joint Powers Board

- A. The Parties hereby establish a joint powers board to be known as the Minneapolis-Duluth/Superior Passenger Rail Alliance Board ("Board") to jointly exercise such powers and authorities as are necessary to achieve the purposes of this Agreement. The Alliance shall be a separate public entity separate from its Party bodies and shall not be deemed to be an agent or partner of the Parties to this Agreement, nor shall the Parties be liable for the actions of the Board.
- B. The Alliance shall act through its Board and representatives designated by the Board in accordance with the powers stated in this Agreement.
- C. The Board shall be made up of voting members, consisting of one elected official selected by each Party with the exception of the Mille Lacs Band and one elected or appointed official of the Mille Lacs Band; and alternate members, consisting of one individual selected by each Party. Alternate members may vote only in the absence of a Party's voting member. Each voting member shall be entitled to one vote weighted in accordance with this Article 3, Section 1. D.

- D. Each member vote on an action before the Board will be weighted in accordance with this subdivision.
- (1) Matters \$20,000 or less. For all actions before the Board which involve the expenditure or receipt of funds of \$20,000.00 or less, each member's vote shall be weighted equally.
  - (2) Matters over \$20,000. For all actions before the Board which involve the expenditure or receipt of funds of more than \$20,000, member votes shall be weighted in accordance with Party's percentage contribution to the Alliance for the respective budgetary year approved in accordance with Article V.
  - (3) The weighting of votes, and method of weighting, may be reconsidered by action of a majority of the Board with each member's vote being weighted equally, but under no circumstances may the weighting of votes be changed unless this Agreement is amended in accordance with the terms herein.
- E. Additional parties may join the Alliance at any time and be subject to the terms of this Agreement upon approval of the Board.

#### Section 2: Terms of Board Membership

Board membership terms shall commence on January 1<sup>st</sup> of each calendar year or upon the addition of a Party to this Agreement and end on January 1<sup>st</sup> of the next succeeding year, or until a successor is appointed by the applicable Party.

#### Section 3: General Powers

The Alliance, acting through its Board, is hereby authorized to exercise such powers granted under the provisions of Minn. Stat. Ch. 398A that are common to each of the Parties, and such other statutory authority held in common by the Parties, including authority possessed by the Mille Lacs Band under federal and tribal law, that is necessary and proper to promote and facilitate development of intercity passenger rail on the Corridor and to otherwise fulfill its purposes and perform its duties as laid out in this Agreement. Such powers shall include those specific powers enumerated in Section 4 of this Article III. The Alliance shall not have the power to issue bonds or own, construct or operate rail facilities unless this Agreement is amended in accordance with the terms herein.

#### Section 4: Specific Powers

- A. The Alliance shall adopt an annual budget, together with a statement of the sources of funding and an estimate of the proportion of such amounts to be required of each Party or other contributor as provided for in Article V.

The Alliance may enter into any contract necessary or proper for the exercise of its powers or the fulfillment of its duties and enforce such contracts to the extent available in equity or at law, except that the Alliance may not enter into any contract that binds the Alliance to amounts in excess of the amount budgeted annually, in accordance with Articles V and VI. The Alliance may enter into agreements and non-binding memoranda of understanding between the Alliance and the Mille Lacs Band, in accordance with applicable law. The contracting and purchasing requirements of such Party that is designated by the Board to be the Fiscal Agent of the Board in accordance with Article IV.B. shall apply. The Board may approve any contract relating to this Agreement up to the amount approved in the annual budget, and may authorize the Chair of the Board to execute those contracts.

- B. No payment on any invoice for services performed by a consultant or any other person or organization providing services in connection with this Agreement shall be authorized unless approved by the Chair or such officer designated by the Board to approve such payments. Any disbursement of funds shall agree to the extent practicable with the methods provided by law for such Party that is designated by the Board to be the Fiscal Agent of the Board in accordance with Article IV.B.
- C. The Alliance may employ agents and employees, and fix their compensation and all other terms and conditions of employment.
- D. The Alliance shall have the power to adopt such by-laws that it may deem necessary or desirable for the conduct of the business of the Alliance. Such by-laws shall be consistent with this Agreement and any applicable laws or regulations and shall address the requirements for a quorum of the Alliance Board, but, at a minimum, a majority of the Board shall constitute a quorum and no business shall be done unless voted for by a majority of the quorum present and voting, but less than a majority of the quorum may adjourn. The by-laws may provide for the appointment by the Board of ex officio, non-voting members to the Alliance Board.
- E. For any of its purposes, the Alliance may apply for and accept contributions, grants, gifts and loans of money or other funds or property and otherwise receive assistance from the United States Government, the State of Minnesota and its political subdivisions, the State of Wisconsin and its political subdivisions, the Mille Lacs Band, or any person, corporation, partnership, association or agency, public or private; may enter into any agreement in connection therewith in accordance with applicable law; and may hold, use and dispose of such money or other property in accordance with the terms of the contribution, gift, grant, lease or loan relating thereto, but shall not own or operate railroad facilities or other property as part of any developed intercity passenger rail system.
- F. The Alliance may hold only such 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.

- G. The Alliance may sue and be sued in its own name, purchase insurance as is deemed advisable and may otherwise take action to enforce its rights in equity or in law.
- H. The Alliance may incur debts, liabilities, or obligations which do not constitute a debt of any of the Parties. The Board does not have authority to incur debts, liabilities, or obligations which constitute a debt of any of the Parties.

#### IV. OFFICERS, EMPLOYEES AND SERVICES PROVIDED BY PARTIES

- A. **Officers.** The Board 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 Board from its membership for a term of one (1) year or the remainder of the one year term for which a vacancy is filled, with the term of office commencing on January 1 of each calendar year and ending on January 1<sup>st</sup> of the next succeeding year, or when a successor is elected. The Chair shall preside at all meetings of the Board, 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 Board. The Vice-Chair shall preside over and act for the Board during the absence of the Chair. If both the Chair and Vice-Chair are absent, the Board may elect a temporary Chair to conduct its business, provided a quorum is present. The Board may elect other officers in accordance with its by-laws adopted in accordance with this Agreement.

Notwithstanding any provision to the contrary, following the effective date of this Agreement, and upon appointment of members to the Board by all Parties, a special election by the Board shall be held to elect the Chair and Vice-Chair from its membership. The Term of these elected officers shall commence upon election and continue until the first regular meeting of the following year, at which time elections will be held to elect officers in accordance with this Agreement, and any by-laws adopted by the Board.

- B. **Fiscal Agent, Staff and Provided Services.** The Board shall designate a Party to act as the Board's fiscal agent ("Fiscal Agent") to provide budgeting and accounting services and such other fiscal services necessary or convenient for the Board, including, but not 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 Board. Such Party shall identify the staff person to work as liaison with the Board. Further, the Board may contract with a Party to provide contract management and legal services necessary or convenient for the Board.
- C. **Vacancies.** If an appointment of any member of the Board 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 of the affected Party. Vacancies shall be filled within thirty (30) days of their occurrence. A vacancy in any appointment by a Party other than the Mille Lacs Band shall be deemed to have occurred when any of the conditions specified in Minn. Stat. § 351.02 exist. A vacancy in any appointment by the Mille Lacs Band

shall be deemed to have occurred upon certification of a vacancy by the Band Assembly of the Mille Lacs Band.

- D. **Meetings.** The Board shall meet at regular intervals at such times and places as the Board shall establish in its by-laws. Special meetings may be held on reasonable notice by the Chair or any two Parties upon terms and conditions as the Board may determine and that conform to the Minnesota Open Meetings Law, Minn. Stat. § 13D.
- E. **Committees.** The Board may establish standing committees of the Board by providing for such committees by resolution. The Chair may establish ad hoc committees of the Board.

## V. ANNUAL BUDGET

- A. The Board shall approve a preliminary budget and cost sharing formula defining each Party's share of the budget for the succeeding fiscal year by no later than July 1 of each year.
- B. The Board shall adopt a final budget and costs sharing formula by no later than September 30 of each year by unanimous vote of all voting members of the Board.
- C. The budget shall include, but is not limited to, separate cost components for administrative, communications and technical work anticipated to be incurred by the Board during the fiscal year. The final budget and cost sharing formula shall be forwarded to each Party's governing body for approval.
- D. The fiscal year shall be the same as the calendar year.
- E. No funding or financial obligation to the Alliance shall be created against any Party until such Party's governing body approves the final budget and cost sharing formula.
- F. The Board may amend the Budget by unanimous vote of all voting members of the Board, except for those members whose right to participate in the Board has been withheld pursuant to VI. E.
- G. The Board may not incur debts except as provided for in Article III.

## VI. FUNDING

- A. The Parties shall contribute the funds necessary to carry out the purposes and powers of the Board, consistent with an annual budget and cost sharing formula adopted by the Board and approved annually by each Party's governing body. Each Party contributing funds is referred to in this Agreement as a "Contributing Party". Each Party shall forward their respective share of the annual budget to the Board's Fiscal Agent by not later than January 31<sup>st</sup> of each year.

- B. St. Louis-Lake Regional Railroad Authority shall serve as the initial Fiscal Agent for the Board and shall provide contract management and necessary legal services for said contract management, until such time the Board otherwise designates a Fiscal Agent or otherwise provides for contract management and legal services in accordance with Article IV.B.
- C. The Fiscal Agent shall serve as sole administrator of all funds contributed by Parties to the Board or otherwise received by the Board, and in such capacity is authorized to receive all funds for deposit and make disbursements there from in accordance with generally accepted accounting principles.
- D. The Fiscal Agent shall maintain current and accurate records of all obligations and expenditures of Board funds in accordance with generally accepted accounting principles. It shall also deliver an annual financial report to each Board Member. The Board shall maintain all such reports and related records for a period of six (6) years after dissolution of the Board, or for such longer period of time required by law.
- E. In the event a Party's governing body does not approve the final budget and cost sharing formula or does not contribute its designated allocation to the Board, the Board Member's representing the Contributing Parties may vote to terminate the non-contributing Party's participation in the Board. Similarly if a non-contributing Party is requested to contribute to the Board by unanimous vote of all Board members other than the Board member from the non-contributing Party, and the Party's governing body declines to contribute, the Board Member's representing the Contributing Parties may vote to terminate the non-contributing Party's participation in the Board.

## **VII. WITHDRAWAL AND TERMINATION**

- A. **Withdrawal.** Any Party may withdraw from this Agreement upon 90-days prior written notice to the Chair and Vice-Chair of the Board, evidenced by resolution of the Party's governing body. If the Chair and Vice-Chair of the Board represent the withdrawing Party, written notices shall be delivered to each member of the Board. 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 the Agreement shall, prior to such withdrawal, pay its agreed to contribution to the Board for the fiscal year of the year of withdrawal. 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 VII. Such disposition of property shall be in accordance with the provisions of Section D of this Article VII.
- C. **Termination.** This Agreement shall terminate upon the occurrence of any one of the following events:

- (1) When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or
- (2) 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 Board, following discharge of all obligations owed by the Board, shall be disposed of and the proceeds of the property shall be returned to the Parties in proportion to their contributions.

## **VIII. NOTICE**

For purposes of delivery of any notices hereunder, the notices shall be effective if delivered in writing to:

### **Hennepin County Regional Railroad Authority**

Executive Director  
A2300 Hennepin County  
Government Center  
300 South 6<sup>th</sup> Street  
Minneapolis, MN 55487

### **Pine County Regional Railroad Authority**

Pine County Coordinator  
635 Northridge Drive NW, Suite 200  
Pine City, MN 55063

### **St. Louis and Lake Counties Regional Railroad Authority**

111 Station 44 Road  
Eveleth, MN 55734

### **City of Duluth**

City of Duluth  
Office of the City Clerk  
Room 326 City Hall  
411 West First Street  
Duluth, MN 55802

### **City of Minneapolis**

City of Minneapolis  
Attn.: President, City Council  
City Hall  
350 S 5<sup>th</sup> St. Rm 307  
Minneapolis, MN 55415



**Mille Lacs Band of Ojibwe**

Attn: Commissioner of Administration  
43408 Oodena Drive  
Onamia, MN 56359

**City of Cambridge, Minnesota**

Attn: Mayor and City Council  
300 Third Avenue NE  
Cambridge, MN 55008

**City of Superior, Wisconsin**

Attn: Mayor and City Council  
Superior City Hall  
1316 North 14<sup>th</sup> Street  
Superior, WI 54880

**Douglas County, Wisconsin**

Chair of Douglas County Board  
Douglas County Courthouse  
1313 Belknap Street  
Superior, Wisconsin 54880

**IX. LIABILITY**

- A. Each Party agrees that it will be responsible for its own acts and omissions, the acts and omissions of its commissions, officers and employees and any liability resulting therefrom to the extent authorized by law. No Party shall be responsible for the acts of the others and the results thereof. Each Party acknowledges and agrees that it is insured or self-insured consistent with the limits established in Minnesota State Statute 466.04. Each Party agrees to promptly notify all Parties if it becomes aware of any potential Board related claim(s) or facts giving rise to such claims.
- B. Each Party shall be responsible for injuries to or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage covering its own personnel while they are assigned to the Board or are otherwise participating in or assisting with Board operations or activities. Each Party waives the right to, and agrees that it will not, bring any claim or suit against the Board or any other Party for any workers' compensation benefits paid to its own employee or dependents, that arise out of participation in or assistance with Board operations or activities, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.
- C. Notwithstanding the foregoing, the terms of this Agreement are not to be construed as, nor operate as, waivers of a Party's statutory or common law immunities or limitations on liability, including, but not limited to, Minnesota Statutes Chapter 466 and tribal sovereign immunity. Further, the Parties' obligations set forth in this Article and

otherwise in this Agreement, are expressly limited by the provisions of Minnesota Statutes Chapter 466, Minnesota Statutes Chapter 604, Minnesota Statutes Section 471.59, and any other applicable law or regulation providing limitations, defenses or immunities to the Parties and the Alliance, including, as to the Mille Lacs Band, tribal sovereign immunity.

**X. MISCELLANEOUS PROVISIONS**

- 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 Board shall establish and maintain such funds and accounts as may be required by good accounting practices. The books and records of the Board 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 Board, 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 Board Members.
- C. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument. Notwithstanding the final date of the execution of each of the Parties, the Parties deem that this Agreement shall be effective as of February 1, 2011. Failure to execute this Agreement by February 1, 2011, shall exclude a Party from participation in the Board with voting rights until the following fiscal year, provided that the Mille Lacs Band may participate in the Board upon its addition to this Agreement.
- 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 formation of the Board. That certain Feasibility Study Funding Agreement between St. Louis and Lake Counties Rail Authority, Isanti County, St. Louis County, Hennepin County Regional Railroad Authority and the City of Duluth shall remain in full force and effect. That certain Cooperative Agreement between the Alliance and the Mille Lacs Band, entered into before Minnesota law authorized a federally recognized Indian tribe to be a member of a joint powers board, shall continue in effect to the extent not inconsistent herewith. The Mille Lacs Band's financial contributions to the Alliance in 2010 under the Cooperative Agreement shall be deemed to satisfy its 2010 financial obligations to the Alliance under this Agreement. Commencing in 2011, the Mille Lacs Band's financial obligations to the Alliance shall be determined exclusively under this Agreement.

F. **Alternate Dispute Resolution.** In the event of a dispute arising under this Agreement, the Parties and the Board agree to attempt to resolve their dispute by following the process described below:

- (1) A Party shall provide written notice to the Board describing perceived conflict, positions, and underlying reasons.
- (2) The Board 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, except that each Party shall be responsible for their own attorney's fees and costs.
- (6) The Parties will report to the Board within 60-days of their first meeting on the resolution of the dispute or a recommendation to commence legal proceedings.

G. **Data and Intellectual Property.**

- (1) The Parties, their officers, agents, owners, partners, employees, volunteers and subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, the Health Insurance Portability and Accountability Act and implementing regulations, if applicable, and all other applicable State and Federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended. Each Party shall be responsible for any claims resulting from its

officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this Section. The terms of this Section shall survive the cancellation or termination of this Agreement.

- (2) Neither the Board nor any Party shall acquire any right, title or interest in any other Party's data that is restricted from public disclosure by any applicable law, including the MGDPA, HIPPA and all other laws protecting information.
- (3) All right, title and interest in all copyrightable material which the Board may conceive or originate and which arises out of the performance of this Agreement are the joint property of the Parties. The Parties also agree, upon request of another Party, to execute all papers and perform all other acts necessary to assist the other Parties to obtain and register copyrights on those materials.
- (4) Each Party grants the other Parties a perpetual, irrevocable, royalty-free, worldwide and nonexclusive license to use any copyrighted Material for any legal purpose including but not limited to using, disclosing, reproducing, modifying, preparing derivative works from, distributing, performing and displaying the copyrighted material.

H. **Minnesota Laws Govern.**

Subject to applicable Federal law (including Federal law recognizing the Mille Lacs Band's sovereign immunity from suit), the Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

I. **Future Agreements - Legal Considerations.**

The parties acknowledge that issues of waiver of sovereign immunity are open to further discussion as part of future agreements and that the absence of any waiver of sovereign immunity in this Agreement shall not necessarily be considered precedent setting nor preclude further discussion of conjunction with future agreements.

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**AMENDED JOINT POWERS AGREEMENT ESTABLISHING THE  
MINNEAPOLIS-DULUTH/SUPERIOR PASSENGER RAIL ALLIANCE**

**Mille Lacs Band of Ojibwe Approval**

The Band Assembly of the Mille Lacs Band of Ojibwe having duly approved this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2016 and pursuant to such approval, the proper officials having signed this Agreement, the parties hereto agree to be bound by the provision herein set forth.

Reviewed by the  
Solicitor General's Office

\_\_\_\_\_

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

**MILLE LACS BAND OF OJIBWE**

By: \_\_\_\_\_  
Chief Executive

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

And: \_\_\_\_\_  
Speaker of the Assembly

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

ATTEST: \_\_\_\_\_  
Commissioner of Administration

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

**AMENDED JOINT POWERS AGREEMENT ESTABLISHING  
THE MINNEAPOLIS-DULUTH/SUPERIOR PASSENGER RAIL ALLIANCE**

Hennepin County Regional Railroad Authority Approval

The Board of the Hennepin County Regional Railroad Authority having duly approved this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2016 and pursuant to such approval, the proper officials having signed this Agreement, the parties hereto agree to be bound by the provision herein set forth.

Reviewed by the  
County Attorney's Office

HENNEPIN COUNTY REGIONAL  
RAILROAD AUTHORITY

\_\_\_\_\_

By: \_\_\_\_\_  
Chair of its Board

Date \_\_\_\_\_

Date \_\_\_\_\_

And \_\_\_\_\_  
Deputy/Executive Director

Date \_\_\_\_\_

ATTEST \_\_\_\_\_  
Deputy/Clerk of Authority Board

Date \_\_\_\_\_

**AMENDED JOINT POWERS AGREEMENT ESTABLISHING  
THE MINNEAPOLIS-DULUTH/SUPERIOR PASSENGER RAIL ALLIANCE**

Pine County Regional Railroad Authority Approval

The Board of the Pine County Regional Railroad Authority having duly approved this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2016 and pursuant to such approval, the proper officials having signed this Agreement, the parties hereto agree to be bound by the provision herein set forth.

PINE COUNTY REGIONAL  
RAILROAD AUTHORITY

By: \_\_\_\_\_  
Chair of its Board

Date \_\_\_\_\_

**AMENDED JOINT POWERS AGREEMENT ESTABLISHING  
THE MINNEAPOLIS-DULUTH/SUPERIOR PASSENGER RAIL ALLIANCE**

City of Duluth Approval

The council of the City of Duluth having duly approved this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2016 and pursuant to such approval, the proper officials having signed this Agreement, the parties hereto agree to be bound by the provision herein set forth.

CITY OF DULUTH  
a Minnesota municipal corporation

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

Date \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
City Clerk

Date \_\_\_\_\_

Approved:

Countersigned:

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

\_\_\_\_\_  
City Auditor

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

Date \_\_\_\_\_



**AMENDED JOINT POWERS AGREEMENT ESTABLISHING  
THE MINNEAPOLIS-DULUTH/SUPERIOR PASSENGER RAIL ALLIANCE**

City of Minneapolis Approval

The \_\_\_\_\_ of the City of Minneapolis having duly approved this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2016 and pursuant to such approval, the proper officials having signed this Agreement, the parties hereto agree to be bound by the provision herein set forth.

City of Minneapolis

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

Date \_\_\_\_\_

And \_\_\_\_\_

Date \_\_\_\_\_

ATTEST \_\_\_\_\_

Date \_\_\_\_\_

**AMENDED JOINT POWERS AGREEMENT ESTABLISHING  
THE MINNEAPOLIS-DULUTH/SUPERIOR PASSENGER RAIL ALLIANCE**

City of Cambridge Approval

The \_\_\_\_\_ of the City of Cambridge having duly approved this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 and pursuant to such approval, the proper officials having signed this Agreement, the parties hereto agree to be bound by the provision herein set forth.

City of Cambridge

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

Date \_\_\_\_\_

And \_\_\_\_\_

Date \_\_\_\_\_

ATTEST \_\_\_\_\_

Date \_\_\_\_\_

**AMENDED JOINT POWERS AGREEMENT ESTABLISHING  
THE MINNEAPOLIS-DULUTH/SUPERIOR PASSENGER RAIL ALLIANCE**

City of Superior, Wisconsin Approval

The \_\_\_\_\_ of the City of Superior, Wisconsin having duly approved this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2016 and pursuant to such approval, the proper officials having signed this Agreement, the parties hereto agree to be bound by the provision herein set forth.

City of Superior, Wisconsin

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

Date \_\_\_\_\_

And \_\_\_\_\_

Date \_\_\_\_\_

ATTEST \_\_\_\_\_

Date \_\_\_\_\_

**AMENDED JOINT POWERS AGREEMENT ESTABLISHING  
THE MINNEAPOLIS-DULUTH/SUPERIOR PASSENGER RAIL ALLIANCE**

Douglas County, Wisconsin Approval

Douglas County, Wisconsin Board of Commissioners having duly approved this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2016 and pursuant to such approval, the proper officials having signed this Agreement, the parties hereto agree to be bound by the provision herein set forth.

Reviewed by the  
County Attorney's Office

Douglas County, Wisconsin

\_\_\_\_\_

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

Its \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

And \_\_\_\_\_

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