

**2019 AMENDED AND RESTATED
JOINT POWERS AGREEMENT
FOR A COALITION OF METROPOLITAN COMMUNITIES**

THIS AGREEMENT, made and entered into by and between the cities of Andover, Anoka, Blaine, Brooklyn Center, Brooklyn Park, Champlin, Circle Pines, Coon Rapids, Dayton, Fridley, Mounds View, Maple Grove, New Brighton, New Hope, Ramsey, Spring Lake Park, which cities are all of the current members (hereinafter collectively referred to as the “Current Members”) of the North Metro Mayors Association, a Minnesota joint powers organization (hereinafter referred to as the “Coalition”).

WHEREAS, the Current Members determined in 2010 that it was in the best interest of the public to amend the joint powers agreement of the Coalition; and

WHEREAS, the Current Members determined in 2019 that it is the best interest of the public to amend the Amended and Restated JPA of the Coalition as hereinafter set forth.

NOW THEREFORE, pursuant to the authority granted by Minnesota Statutes, Section 471.59, the parties hereto agree that the Original Joint Powers Agreement and Amended and Restated JPA is amended and restated as follows:

- 1) NAME OF ORGANIZATION. The parties hereby create a joint powers organization to be known as the North Metro Mayors Association (hereinafter referred to as the “Coalition”).
- 2) MEMBERS. Entities authorized to be parties to a joint powers agreement by Minnesota Statutes, Section 471.59 may join the Coalition as members upon approval of a majority of the Member Cities, approval by resolution of the governing body of the entity, execution of a copy of this Agreement and filing of an executed copy of the resolution and agreement with the Coalition.
- 3) PURPOSE. The purpose of the Coalition is to promote transportation and economic development and to assist governmental units in providing government services and conducting government functions effectively and efficiently.
- 4) BOARD OF DIRECTORS. The governing body of the Coalition shall be its Board of Directors. Each member shall appoint two (2) directors. Each director shall have one (1) vote. Board Members shall hold office at the pleasure of the appointing member and shall remain in office until replaced.

A majority of the Member Cities shall constitute a quorum of the Board.

- 5) COMMITTEES. The Board of Directors shall appoint an Operating Committee. The Operating Committee shall have authority to manage the affairs and business of the

Coalition between Board meetings, but at all times, shall be subject to the control and direction of the Board.

The Operating Committee shall meet as needed at a time and place to be determined by the Chair of Operating Committee.

The Board may establish such other committees, task forces or working groups as it deems appropriate.

- 6) MEETINGS. The Coalition shall meet on call of the President, the Executive Director or chair of the Operating Committee.
- 7) FINANCIAL MATTERS. Coalition funds may be expended consistent with the annual operating budget adopted by the Board. Other legal instruments shall be executed by Coalition officers with authority granted by the Board. The Board shall have no authority to expend funds in excess of the Coalition funds or incur any debt.

The financial contribution of the members in support of the Coalition shall be determined annually by the Board. Each of the members shall, by February 2 of each year, pay to the Coalition an amount as annually determined by the Board. The Board may authorize changes in the member assessment for all members upon majority vote. The annual member assessment levy shall be determined by October 1 of the preceding year.

Special member assessments may be made upon Board approval by majority vote for a project and program not budgeted, however, members shall retain the right to participate in such project or program in their sole discretion.

The Board may receive financial contributions from counties, non-profit organizations, private associations, entities or financial institutions. The Board may make such counties, non-profit organizations, associations, entities or institutions associate members. Associate members may send representatives to Board meetings, but shall not be entitled to representation on the Board or have any voting rights.

- 8) BYLAWS. The Board of Directors shall adopt such bylaws and procedures as it deems appropriate for the administration of the Coalition and the conduct of its meetings. Such bylaws may be adopted and amended only by a majority vote of all Member Cities.
- 9) OFFICERS. At the first meeting of the Board of Directors in each year, the Board will elect from its members a President, a Vice President, a Treasurer and a Secretary and such other officers as it deems necessary to conduct its meetings and affairs. The offices of Treasurer and Secretary may be held by the same person.
- 10) POWERS.

A. The Coalition may employ such persons as it deems necessary to accomplish its

purposes.

- B. The Coalition may contract with any members, other governmental units or other entities to accomplish its purposes.
 - C. The Coalition may contract for space, equipment and supplies to carry on its activities.
 - D. The Coalition shall designate one or more national or state banks or trust companies authorized by Minnesota Statutes, Chapter 118A or 427, to receive deposit of public monies to act as depositories for the Coalition's funds. No funds may be disbursed without the signatures of an authorized officer.
 - E. The Coalition shall purchase such insurance as it deems appropriate but shall purchase liability insurance in at least the amount of potential liability for political subdivisions under Minnesota Statutes, Section 466.04.
 - F. The Coalition may undertake programs and contract with members, and with any non-members authorized to enter into joint powers agreements under Minnesota Statutes, Section 471.59, to provide services to those contracting parties including, but not limited to, joint purchasing of supplies, other products, equipment and services; provided, however, that the Coalition may provide such services to individual members or to non-members only when the program is self-supporting and will not result in any non-participating member incurring expenses or in expenditure of any of the Coalition funds derived from membership contributions without the approval of the Board.
- 11) WITHDRAWAL. Any member may withdraw from the Coalition effective on January 1 of any year by giving written notice to the Coalition prior to October 15 of the preceding year.
 - 12) TERMINATION. The Coalition shall be dissolved if less than three (3) members remain, or by mutual signed agreement of all of the members. Upon termination, remaining assets of the Coalition shall be distributed to the members still remaining at the time of termination, pro rated according to their respective contributions for the year of termination.
 - 13) NOTICES. All notices or other communications required to be given to the Coalition shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid.
 - 14) AMENDMENTS. This Agreement may be amended and become effective only by written agreement entered into by all members in good standing.
 - 15) MULTIPLE EXECUTION. This Agreement may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed to be an original

and all such counterpart shall constitute but one and the same instrument. An originally executed counterpart shall be filed with the Executive Director, North Metro Mayors Association, 1000 Westgate, Suite #201, St. Paul, MN 55114.

- 16) EFFECTIVE DATE. This Agreement shall be in full force and effect upon receipt by the Executive Director, North Metro Mayors Association, 1000 Westgate, Suite #201, St. Paul, MN 55114, of an executed copy hereof. Upon receipt of all such documents, the previous Joint Powers Agreement 2010 and Amended and Reinstated JPA shall be superseded and replaced by this Agreement, and the Coalition will promptly mail a copy of the fully executed agreement to each of the Current Members.

[The remainder of this page intentionally left blank.]

CITY OF ANDOVER

By: _____

And by: _____

CITY OF ANOKA

By: _____

And by: _____

CITY OF BLAINE

By: _____

And by: _____

CITY OF BROOKLYN CENTER

By: _____

And by: _____

CITY OF BROOKLYN PARK

By: _____

And by: _____

CITY OF CHAMPLIN

By: _____

And by: _____

CITY OF CIRCLE PINES

By: _____

And by: _____

CITY OF COON RAPIDS

By: _____

And by: _____

CITY OF DAYTON

By: _____

And by: _____

CITY OF FRIDLEY

By: _____

And by: _____

CITY OF MOUNDS VIEW

By: _____

And by: _____

CITY OF MAPLE GROVE

By: _____

And by: _____

CITY OF NEW BRIGHTON

By: _____

And by: _____

CITY OF NEW HOPE

By: _____

And by: _____

CITY OF RAMSEY

By: _____

And by: _____

CITY OF SPRING LAKE PARK

By: _____

And by: _____