JOINT POWERS AGREEMENT FOR THE ESTABLISHMENT OF
THE NORTH EAST METROPOLITAN AREA MUNICIPAL
INTERNETWORKING COLLABORATIVE

The parties to this joint powers agreement ("JPA") are local governmental units ("LGUs")
of the State of Minnesota authorized to enter into this JPA. This JPA is made and entered into
pursuant to Minnesota Statutes, Section 471.59.

ARTICLE I
GENERAL PURPOSE

Section 1.1. The general purpose of this JPA is to provide for an organization that the
participating Members may jointly and cooperatively provide for the development and operation
of advanced networking and data services ("IT Services") for the use and benefit of the Members
and others. To the extent permitted by law, the Members will support the establishment of the IT
Services and seek to expand the number of participating agencies either as Members or as non-
member LGUs receiving services from Metro I-Net.

ARTICLE II
DEFINITION OF TERMS

Section 2.1. The terms defined in this Article shall have the meanings given them for the
purposes of this JPA.

Section 2.2. "Metro I-Net" means the "North East Metropolitan Area Municipal
Internetworking Collaborative," the organization created by this JPA.

Section 2.3. "Board" means the Board of Directors of Metro I-Net, consisting of one
Director from each LGU participating as a member of Metro I-Net pursuant to this JPA.

Section 2.4. "LGU" means any city, township, independent public safety organization,
watershed district, cable commission or other political subdivision of the State of Minnesota that
is qualified to enter into joint powers agreements as defined in Section 471.59.

Section 2.5. "Member" means an LGU that enters into this JPA and is at the time involved,
a Member in good standing.

Section 2.6. "IT Services" means the development, operation and maintenance of advanced
networking and data services through ownership or lease of any and all systems, equipment,
technology or means and methods necessary to provide competitive, up-to-date IT services to
Member and others.

ARTICLE III
MEMBERSHIP

Section 3.1. Any Minnesota LGU is eligible to be a Member of Metro I-Net.
Section 3.2. An LGU desiring to be a Member shall execute a copy of this JPA and shall pay all Member charges, prorated if appropriate, under Article IX.

Section 3.3. The initial Members of Metro I-Net shall be those LGUs that are parties to a joint powers agreement, or an otherwise existing contractual arrangement, for IT Services from the City of Roseville ("Roseville"), on or prior to December 31, 2019. Any LGU that is a party with Roseville in such joint powers agreement or contract represents that on or before signing this JPA to become a Member, the previous agreement shall terminate or has been terminated and that all services provided to the LGU by Roseville shall end under the former agreement and thereafter be provided by Metro I-Net. Upon the execution of this JPA by an initial Member, the clerk or other corresponding officer shall file with the Roseville City Manager a copy of the executed JPA, together with a certified copy of the authorizing resolution or other action. The resolution authorizing the execution of this JPA shall also designate the Member’s Director and Alternate Director ("Alternate").

Section 3.4. This JPA shall become effective on January 1, 2021 ("Effective Date") upon execution by at least fifteen (15) LGUs no later than that date and such executed copies, together with certified copies of the authorizing resolutions, have been duly filed as set forth herein. Within thirty (30) days after the Effective Date, the Roseville City Manager shall call the first meeting of the Board, which shall be held not later than fifteen (15) days after the notice has been delivered to each Director and Alternate.

Section 3.5. LGUs that do not qualify for initial membership under Section 3.3 and wish to join Metro I-Net shall be admitted by a favorable vote of at least two-thirds of the Members of the Board. After receiving a written request from an LGU seeking to join Metro I-Net under this Section, the Board shall act on the request at its next regular meeting. After the Board approves a new Member, the clerk or other corresponding officer of the new Member must provide the Fiscal Agent with an executed copy of this JPA by its proper officers together with a certified copy of the authorizing resolution or other action. The resolution authorizing the execution of the JPA by the new Member shall also designate the new Member’s Director and Alternate, and include their email and mailing addresses for purposes of official notices.

Section 3.6. The Board may impose conditions upon the admission of Members other than initial Members.

Section 3.7. Directors and Alternates shall be appointed by the Member council or board to serve until their successors are appointed and qualified. Directors shall be the chief administrative officer of the Member LGU.

ARTICLE IV
BOARD OF DIRECTORS

Section 4.1. Metro I-Net shall be governed by a Board of Directors consisting of a Director and Alternate from each Member. At the organizational meeting and annually thereafter, the Board shall elect an executive committee that may advise or act for the Board as the Board may delegate to the executive committee as necessary, upon meeting duly called, as provided in Article VIII.
Section 4.2. Each Member shall appoint one Alternate to the Director. The Alternate shall
be entitled to attend all meetings of the Board and may vote in the absence of the Director.

Section 4.3. There shall be no voting by proxy. All votes must be cast in person at Board
meetings by the Director or Alternate, unless the meeting is duly conducted in accordance with
Minnesota Statutes, Sections 13D.02 (interactive TV) or 13D.021 (telephone or other electronic
means allowed if health pandemic or emergency).

Section 4.4. When the Member changes its designated Director or Alternate the Member
shall provide written notice to Metro I-Net with the name, email address and mailing address of
the person so appointed.

Section 4.5. Directors and Alternates shall serve without compensation from Metro I-Net,
but it shall not prevent a Member from providing compensation for its Director or Alternate if such
compensation is authorized by such LGU and by law.

Section 4.6. Each Director shall have the number of votes equivalent to the Member’s share
of Metro I-Net’s annual budget, as established by the Board and calculated as follows: Each
Member’s percentage share of Metro I-Net’s annual budget shall be determined by Member use
of Metro I-Net IT Services. Said Member share shall be rounded up to the nearest whole number,
and that number shall be the Member’s total number of votes in any vote of the Board. Members
shall have at least one vote. The number of votes for initial Members, and the total votes of the
Directors for the initial Board, shall be as set forth in the attached Exhibit A, and is subject to
change annually with the addition or subtraction of Members. The number of votes for each
Director shall be recalculated annually upon the adoption by the Board of the next fiscal year
budget. Upon the addition of a new Member, the Board shall estimate the new Member’s share of
Metro I-Net’s annual budget for the period prior to adoption of the succeeding year’s budget and
assign the proportionate number of votes to the new Member for the remainder of that fiscal year.
The number of votes of existing Members shall not change during the year that new Members join
Metro I-Net.

Section 4.7. The presence at a regular or special meeting of a majority of the total votes of
the Members shall constitute a quorum of the Board.

Section 4.8. A majority of the Member vote totals represented by those Directors present
at a meeting is required to pass all motions, unless a greater majority is provided in this JPA.

Section 4.9. A Director, or Alternate shall not be eligible to vote during the time the
Member they represent has been notified by Metro I-Net that it is in default on any required
assessment, contract or other contribution to Metro I-Net or regarding security breaches or other
acts deemed by the Board to materially impair the quality of IT Services provided by Metro I-Net.
During the existence of such default, the vote(s) of such Member shall not be counted for the
purposes of a meeting quorum or majority on a Board or Member meeting vote. If a Member
remains in default for a period of more than forty-five (45) days after written notice on failure to
pay any billing from Metro I-Net or notice of other default referenced above, the Board may act
to terminate the Member from Metro I-Net by the majority vote of the Board at a regular meeting or special meeting called for that purpose.

Section 4.10. At the Metro I-Net organizational meeting the Board shall adopt bylaws governing its procedures, including the time, place and frequency of its regular meetings. Such bylaws may be amended from time to time by a majority of a quorum of the Board.

Section 4.11. The remuneration of Director or Alternate expenses shall be borne by the Member appointing them.

Section 4.12. Any Director or Alternate shall be subject to removal by the council of the Member so appointing, at any time, with or without cause.

Section 4.13. A vacancy on the Board shall be filled by the council of the Member whose position on the Board is vacant.

ARTICLE V
MEETINGS AND OFFICERS

Section 5.1. Special meetings of the Board may be called: (a) by the chair; (b) by the executive committee; or (c) upon the written request of a majority of the Directors. Subject to an emergency exception, as defined by statute, at least three (3) days’ written notice of special meetings shall be published and given to all Directors and Alternates. Such notice shall include the agenda for the special meeting and the time, date and location of the meeting.

Section 5.2. The specific date, time and location of regular meetings of the Board shall be determined by the Board as provided in the Bylaws. The Board shall be required to meet at least four (4) times a year. Its regular meetings shall be held on the dates and at times of each January, April, July and October as determined by the Board at the October meeting and duly published to establish the four regular meetings.

Section 5.3. Notice of regular meetings of the Board shall be given to the Directors and Alternates by the secretary at least fifteen (15) days in advance and the agenda for such meetings shall accompany the notice. However, business at regular meetings of the Board need not be limited to matters set forth in the agenda.

Section 5.4. Meetings of the Board and of the executive committee shall be considered “public” meetings. Notices, agendas, and schedules of such meetings shall be given, maintained and distributed pursuant to the Open Meeting Law, Minnesota Statutes, Section 13D.01, et seq.

Section 5.5. The officers of the Board shall consist of the chair, vice-chair, secretary and one (1) officer-at-large, who shall be elected by the Directors at the initial meeting of the Board. The chair and vice-chair shall be elected to three-year (3) terms, commencing at the initial meeting of the Board and every three (3) years thereafter. The secretary shall be elected to a two-year (2) term, commencing at the initial meeting of the Board, and shall be elected to three-year (3) terms following the completion of the initial term every three (3) years thereafter. The officer-at-large shall be elected to a one-year (1) term, commencing at the initial meeting of the Board, and shall
be elected to three-year (3) terms following the completion of the initial term every three (3) years thereafter. The intent of the election of officers is to ultimately establish three-year (3), staggered terms of officers with the chair and vice-chair being elected in the same year. Other than the initial meeting of the Board, new officers shall take office at the adjournment of the meeting of the Board at which they are elected.

Section 5.6. The chair shall preside at all meetings of the Board and the executive committee. The vice-chair shall act as chair in the absence of the chair.

Section 5.7. The secretary shall be responsible for keeping a record of all of the proceedings of the Board and the executive committee.

Section 5.8. A vacancy shall immediately occur in the office of any officer upon his or her resignation, death or upon ceasing to be an employee of the Member. Upon a vacancy occurring in any office, the Alternate shall serve until the Member appoints a new Director.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD

Section 6.1. The powers and duties of the Board shall include the powers set forth in this Article.

Section 6.2. The Board shall take such action as it deems necessary and appropriate to accomplish the general purposes of the organization including the establishment of data processing and information systems, engaging in the development and implementation of the necessary programs therefor, acquiring any necessary site, purchasing any necessary supplies, equipment and machinery, employing any necessary personnel and operating and maintaining any systems for the handling of data processing and management information for the Members and for others. Any of the foregoing activities, or any other activities authorized by the JPA, may be accomplished by entering into contracts, leases or other agreements with others, whenever the Board shall deem this to be advisable.

Section 6.3. The Board shall have full control and management of the affairs of Metro I-Net including the power to make contracts as it deems necessary to make effective any power to be exercised by Metro I-Net pursuant to this JPA; to provide for the prosecution and defense or other participation in actions or proceedings at law in which it may have an interest; to employ such persons as it deems necessary to accomplish its duties and powers on a full-time, part-time or consulting basis; to conduct such research and investigation as it deems necessary on any matter related to or affecting the general purposes of the organization; to acquire, hold and dispose of property both real and personal as the Board deems necessary; and to contract for space, materials, supplies and personnel either with a Member or with a number of Members or elsewhere.

Section 6.4. It may establish and collect membership dues.

Section 6.5. It may establish and collect charges for its services to Members and to others.
Section 6.6. It may accept gifts, apply for and use grants or loans of money or other property from the state, or any other governmental units or organizations and may enter into agreements required in connection therewith and may hold, use and dispose of such moneys or property in accordance with the terms of the gift, grant, loan or agreement relating thereto.

Section 6.7. It shall cause an annual independent audit of the books to be made and shall make an annual financial accounting and report in writing to the Members. Its books and records shall be available for and open to examination by its Members at all reasonable times.

Section 6.8. It shall establish the annual budget for the organization as provided in this JPA.

Section 6.9. It may delegate authority to the executive committee of the Board, between Board meetings. Such delegation of authority shall be by resolution of the Board and may be conditioned in such manner as the Board may determine.

Section 6.10. It may accumulate and maintain reasonable working capital reserves and may invest and reinvest funds not currently needed for the purposes of the organization. Such investment and reinvestment shall be in accordance with and subject to the laws applicable to the investment of city funds.

Section 6.11. It shall make its data processing and management information systems available to its Members, subject to reasonable charges for the development and processing thereof.

Section 6.12. It may pay the reasonable and necessary expenses of officers, Directors and Alternates incurred in connection with their duties as such, but this shall not include the expenses of attending meetings of Metro I-Net within the seven-county twin city metropolitan area.

Section 6.13. It may provide for any of its employees to be members of the Public Employees Retirement Association and may make any required employer contributions to that organization and any other employer contributions which municipalities are authorized or required by law to make.

Section 6.14. The Board may exercise any other power necessary and incidental to the implementation of its aforementioned powers and duties.

ARTICLE VII
FISCAL AND OPERATIONAL SERVICES; EXECUTIVE DIRECTOR

Section 7.1. The Board shall designate by a majority of Metro I-Net votes a Member to serve as the fiscal and operations agent of Metro I-Net ("Fiscal Agent"). The Fiscal Agent shall provide services as set forth in the JPA and on additional matters as may be determined by the Board through authorization for services by contract with Metro I-Net. The Fiscal Agent shall be responsible for management of all of Metro I-Net's funds, for the keeping and storing of Metro I-Net's financial records, to provide for the annual financial audit and accounting of all Metro I-Net
related activities. The Fiscal Agent shall be responsible for collecting and preserving all Metro I-Net records and data pursuant to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. The Fiscal Agent shall post a fidelity bond or other insurance against loss of organization funds in an amount approved by the Board, at the expense of Metro I-Net.

Section 7.2. The Board shall hire an executive director to be responsible for the management of the day-to-day operations of Metro I-Net, executing the policy directives of the Board, including, the power to implement contracts authorized by the Board, the prosecution and defense or other participation in actions or proceedings in law; to employ personnel or retain as consultants such persons as he or she may deem necessary to carry out Metro I-Net functions; to conduct such research and investigation as necessary on any matter related to or affecting the general purposes of Metro I-Net; to manage real and personal property acquired by Metro I-Net; and to investigate, advise the Board regarding contracts for space, materials, supplies and personnel either with a Member or Members or with third parties and coordinating with Members for the implementation of internet connection, system maintenance and data processing. The executive director shall prepare a report to the Board regarding the operations of Metro I-Net for each quarterly and annual meeting of the Board.

Section 7.3. The executive director shall serve for an indefinite period as defined by the contract, which may be terminated and the director removed by a vote of a two-thirds majority of the total votes of the Board.

ARTICLE VIII
EXECUTIVE COMMITTEE

Section 8.1. The Board shall establish an executive committee consisting of five (5) voting members. Its members shall consist of the four (4) officers of the Board as defined in Article V, Section 5.5 and the Fiscal Agent. The Metro I-Net Executive Director shall serve as an ex officio member of the executive committee in an advisory and non-voting capacity.

Section 8.2. The executive committee may adopt bylaws governing its own procedures, which shall be subject to this JPA, the bylaws of the Board, and any resolutions or other directives of the Board.

Section 8.3. Three (3) members of the executive committee shall constitute a quorum and a majority of a quorum of the executive committee may act, notwithstanding the number of votes held by each member in accordance with Article IV, Section 4.6.

Section 8.4. The specific date, time and location of regular meetings of the executive committee shall be determined by the executive committee. The executive committee shall meet at least four (4) times a year. Notice of regular meetings of the executive committee shall be given to the members of the executive committee and the executive director at least seven (7) days in advance and the agenda for such meetings shall accompany the notice.
Section 8.5. Special meetings of the executive committee may be called by the chair or upon the call of any two other members of the executive committee. The date, time and location of the special meeting shall be fixed by the person or persons calling it. At least three (3) days advance written notice of such special meeting shall be given to all members of the executive committee by the person or persons calling the meeting.

Section 8.6. Pursuant to the Open Meeting Law, all meetings of the executive committee shall be noticed and published at least three (3) days prior to the meeting.

Section 8.7. The executive committee shall have the following duties and responsibilities: (a) to exercise the powers and perform the duties delegated to it by the Board and subject to such conditions and limitations as may be imposed by the Board; (b) to cause to be prepared a proposed annual budget each year which shall be submitted to the Board at least thirty (30) days before the annual meeting for the Board’s review and ratification; and (c) to present a full report of its activities at each regular meeting of the Board.

Section 8.8. The executive committee shall have the responsibility to prepare and modify charges for the use of the programs and facilities of Metro I-Net, both as to Members and non-members, subject to Board approval.

ARTICLE IX
FINANCIAL MATTERS

Section 9.1. The fiscal year of Metro I-Net shall be the calendar year.

Section 9.2. The annual budget of Metro I-Net must be adopted in the following manner:

(a) prior to May 1 the Board will supply each member with a proposed preliminary budget for the coming fiscal year;

(b) prior to the meeting of the Board in July the Board will supply each Member with a proposed budget adjusted for withdrawal notifications received pursuant to Article XI;

(c) the annual budget for the coming fiscal year shall be adopted at the July Board meeting.

Promptly after adoption of the budget, the Board must mail copies of the budget to the chief administrative officer of each Member. Upon adoption of the budget each Member is obligated to Metro I-Net for the budgeted revenues and cost sharing charges fixed by the Board for the ensuing fiscal year in accordance with this Article.

Section 9.3. The Board shall have authority to fix cost sharing charges for all Members in an amount sufficient to provide the funds required by the budgets of the organization. The Board shall notify the chief administrative officer of each Member of the amounts of such charges, on or
before May 1 of each year. The Board shall prepare, and may amend, a document setting forth the
cost sharing charges and policies for Members and rates for services provided to non-members. Such document(s) and policies shall be made available to Members for review and comment upon request.

Section 9.4. Invoices for all charges shall be sent to the Members by the Fiscal Agent and shall be due when rendered. Any Member whose charges have not been paid within forty-five (45) days after the date of the invoice shall be in default and shall not be entitled to further voting privileges nor to have its Director hold any office nor to use any Metro I-Net facilities or programs until such time as the default is cured and Metro I-Net has been paid in full. Additionally, in the event that such charges have not been paid within forty-five (45) days of the date of the invoice, the membership of such Member may be terminated by a majority vote of the Board. In the event of a dispute between the Member and the Board as to the amount which is due and payable, the Member shall nevertheless make such payment in order to preserve its status as a Member, but such payment may be made under protest and without prejudice with respect to the Member’s right to dispute the amount of the charge and to pursue any legal remedies available to it.

Section 9.5. The charges to the Members of Metro I-Net shall be divided, for cost sharing purposes, into three different classes:

(a) Annual Personnel and Other Operating Expenses (“Class 1 Charges”). Class 1 charges shall be made to cover all of Metro I-Net’s general administrative and operational expenses not falling within Classes 2 or 3 as defined below. Class 1 charges shall be paid by each Member as fixed monthly, quarterly or annual membership dues, as determined by the Board. The amount of Class 1 charges required to be paid by each Member shall be determined annually by the executive committee and approved by the Board. Class 1 charges shall not be retroactively applied to new Members.

(b) Capital Charges for Hardware and Software (“Class 2 Charges”). Class 2 charges shall be made to cover the costs of design and development of computer programs and systems and other capital costs. The initial Members of Metro I-Net shall pay such portion of the Class 2 charges as shall be established by the executive committee and approved by the Board, provided that the Board shall attempt in good faith to pro rate such Class 2 charges among the Members in as equitable a manner as possible, giving consideration, among other things, to historical and anticipated use of programs, systems and facilities of Metro I-Net. Any new Members joining Metro I-Net pursuant to Section 3.5 of the JPA shall pay a prorated share of the accumulated Class 2 charges which have been charged to or incurred by all Members, as computed by the Board on the same formula as for initial Members as the price of membership; and such charges, when paid by such new Members, shall be apportioned among the then existing Members in cash or credit on unpaid or future billings in proportion to the Class 2 charges which such existing Members have thus far paid or incurred.

(c) Necessary Additional Charges (“Class 3 Charges”). Class 3 charges shall be to cover the costs of system operation and maintenance in serving Members, and non-
members, on an “as requested” basis as determined by the Board when it deems such charges necessary. The amount of such charges that are applicable to each entity shall be determined by the Board. The amount of the charges shall cover all costs incurred by Metro I-Net in providing these services to the entity. The Board may allow an entity that is not a member of Metro I-Net to contract with Metro I-Net to allow Metro I-Net to provide these types of services to the non-member.

Section 9.6. It is anticipated that certain Members may be in a position to extend special financial assistance to Metro I-Net in the form of grants, or other in-kind payments including use of facilities or other infrastructure deemed beneficial to Metro I-Net. The Board shall credit any such in-kind payment against any charges which the granting Member would otherwise have to pay. The Board may also enter into an agreement, as a condition to any such grant, that it will credit all or a portion of such grant towards charges which have been made or in the future may be made against one or more specified Members.

Section 9.7. Board funds may be expended by the Board in accordance with procedures established by law for the expenditure of funds by cities. Orders, checks, drafts and other legal instruments shall be signed by the chair or vice-chair and countersigned by the secretary or such other person as shall be designated by the Board.

Section 9.8. Contracts shall be let and purchases shall be made in accordance with the legal requirements applicable to contracts and purchases by Minnesota cities.

ARTICLE X
WITHDRAWAL

Section 10.1. Any Member may at any time prior to June 1 of a given year, give written notice of withdrawal from Metro I-Net. Written notice of withdrawal submitted prior to June 1 shall be a timely withdrawal and the Member shall not be responsible for its share of the next year’s budget not already made the obligation of the Member by a prior, multi-year budget commitment approved by the Board. The withdrawing Member’s financial obligation prior to withdrawal upon timely notice will be based on the Charge 1, 2 and 3 charges outstanding for the remainder of the calendar year and additional years for which the Board committed Metro I-Net to such financial obligation while the Member was with Metro I-Net as a Member. In such case the Member shall be responsible for the net present value of its a pro rata share of such commitment. Written notice of withdrawal after June 1, shall be untimely for purposes of withdrawal prior to the next calendar year but shall serve as notice for withdrawal effective the year following. A Member’s nonpayment of charges as set forth herein or its failure to comply with Metro I-Net operational security requirements or other policy prescribed by the Board, without cure after written notice and a reasonable time to cure, shall constitute the Member’s notice of withdrawal from Metro I-Net as determined by a majority of a quorum of the Board at a regular or special meeting. All Member withdrawals shall take effect at the end of the applicable fiscal year, unless otherwise provided by the Board.

Section 10.2. A Member’s withdrawal from Metro I-Net at a time when such withdrawal does not result in dissolution of the organization shall forfeit the Member’s claim to any assets of
the organization except that it shall have access to any software developed for its use while it was
a Member in accordance with and subject to the provisions of Article XIII, Section 13.5(b).

Section 10.3. Upon withdrawal the Member shall continue to be responsible (1) for all of
its prorated share of any unpaid Class 2 obligations; (2) for its share of Class 1 charges to the
effective date of withdrawal; (3) for its share of any Class 3 charges to the effective date of
withdrawal; and (4) for any contractual obligations it has separately incurred with Metro I-Net.

Section 10.4. A Member who has not given notice of withdrawal on or before June 1 of a
given year is obligated for the budgeted revenues and the cost sharing charges fixed by the Board
for the ensuing fiscal year in accordance with Article IX.

ARTICLE XI
ASSOCIATES

Section 11.1. It is understood that certain LGUs may desire to enter into a contractual
arrangement with Metro I-Net for limited IT Services. Such LGUs may affiliate with Metro I-Net
as “Associates.”

Section 11.2. An LGU desiring to become an Associate may do so in the same manner as
is applicable to becoming a Member, except as otherwise provided in this Article.

Section 11.3. At the time of joining Metro I-Net as an Associate, the LGU shall indicate in
writing that it is not joining as a Member but as an Associate.

Section 11.4. An Associate may appoint a Director and an Alternate Director to the Board
but such Director (or Alternate) shall be without voting power, shall not be eligible to serve as an
officer and shall not be counted for quorum purposes.

Section 12.5. The Board shall establish the charges to be paid by Associates and for that
purpose it may classify Associates in accordance with their varying circumstances.

Section 12.6. An Associate may apply for membership status and become a Member upon
the requisite vote as required in Article III, Section 3.5.

Section 12.7. An Associate may discontinue its association with Metro I-Net at any time
by giving written notice of withdrawal to the secretary. Withdrawal shall not relieve such
withdrawing Associate from its obligation to pay any charges which the Associate has incurred up
to the time of withdrawal.

ARTICLE XIII
DISSOLUTION

Section 13.1. Metro I-Net shall be dissolved whenever: (1) the total number of remaining
Members is less than five; or (2) by two-thirds of the votes represented by all Members of the
Board.
Section 13.2. In the event of dissolution, the Board shall determine the measures necessary to effectuate the dissolution and shall provide for the taking of such measures as promptly as circumstances permit and subject to the provisions of this JPA.

Section 13.3. Upon dissolution, the remaining assets of Metro I-Net and payment of all of its outstanding obligations, the remaining assets of Metro I-Net shall be distributed among the then existing Members in proportion to their contributions, as determined by the Board.

Section 13.4. If, upon dissolution, there is an organizational deficit, such deficit shall be charged to and paid by the Members on a pro rata basis, based upon the Class 1 and 2 charges incurred by such Members during the two years preceding the event which gave rise to the dissolution.

Section 13.5. In the event of dissolution the following provisions shall govern the distribution of computer software owned by or licensed to Metro I-Net:

(a) All such software shall be an asset of Metro I-Net.

(b) A Member or former Member may use (but may not authorize reuse by others) any software developed during its membership upon (1) paying any unpaid sums due Metro I-Net; (2) paying the costs of taking such software; and (3) complying with reasonable rules and regulations of the Board relating to the taking and use of such software. Such rules and regulations may include a reasonable time within which such software must be taken by any Member or former Member desiring to do so.

ARTICLE XIV
INDEMNIFICATION

Section 14.1. Metro I-Net shall be considered a separate and distinct public entity to which the Members have transferred all responsibility and control for actions taken pursuant to this JPA. To the fullest extent permitted by law, actions by the Members pursuant to this JPA are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Members that they shall be deemed a “single governmental unit” for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subdivision 1a (a); provided further that for purposes of that statute, each Member expressly declines responsibility for the acts or omissions of the other party. The Members are not liable for the acts or omissions of the other Members except to the extent to which they have agreed in writing to be responsible.

Section 14.2. Metro I-Net shall defend, indemnify and hold harmless the Members against all claims, losses, liabilities, suits, judgments, costs and expenses arising out of action or inaction of the Board, its Directors or Alternates, the Fiscal Agent, the executive director and other employees or agents of Metro I-Net pursuant to this JPA. Metro I-Net shall defend and indemnify the employees of any Member acting pursuant to the JPA except for any act or omission for which the Member's employee is guilty of malfeasance, willful neglect of duty or bad faith. This JPA to defend and indemnify does not constitute a waiver by Metro I-Net or any Member of the limitations on liability provided by Minnesota Statutes, Chapter 466.
ARTICLE XV
AMENDMENT

Section 15.1. This JPA sets forth all understandings of the Members. All prior agreements, understandings, representations whether consistent or inconsistent, verbal or written, concerning this JPA, are merged into and superseded by this written JPA. No modification or amendment to the JPA shall be binding unless all Members agree in writing to the proposed change or amendment.

ARTICLE XVI
MISCELLANEOUS

Section 16.1. The Members agree to comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data created, collected, received, stored, used, maintained or disseminated by Metro I-Net. If a Member receives a request to release the data referred to in this section, it must immediately notify the executive director. The executive director will give the Member who has received the data request instructions concerning the release of the data to the requester before the data is released.

Section 16.2. The books, records and documents relevant to this JPA are subject to audit by the Members and the State of Minnesota at reasonable times upon written notice.

Section 16.3. This JPA may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 16.4. In case any one or more of the provisions of this JPA shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this JPA will not in any way be affected or impaired thereby.

Section 16.5. This JPA shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this JPA shall be heard in Minnesota state district or courts with the venue being in Ramsey County, and the Members waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

ARTICLE XVII
DURATION

Section 17.1. This JPA shall continue in effect indefinitely until terminated in accordance with its terms.

[Remainder of page intentionally left blank]
IN WITNESS WHEREOF, the undersigned local governmental unit has caused this JPA to be signed and delivered on its behalf.

(Name of LGU)

By: __________________________

Its: __________________________

By: __________________________

Its: __________________________

Dated: ________________, 20___.