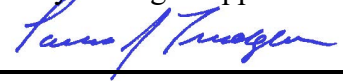


ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: December 7, 2020
Item No.: 7.k

Department Approval

City Manager Approval



Item Description: Consider Approval of the Metro-INET Joint Powers Agreement

BACKGROUND

Currently the City of Roseville provides information technology (IT) services to 44 other local governmental agencies. The City first began providing IT services in 1999 and since that time this collaboration has evolved to what is Metro-INET today.

On March 16, staff presented an update to the City Council on the efforts to transform Metro-INET from a Roseville operation to joint powers authority model. From that meeting, the City Council indicated a desire to pursue evolving Roseville's Metro-INET to a joint powers authority.

As this work and conversation began with the members of Metro-INET, the world was plunged into the COVID-19 pandemic. As a result, many months were lost as Metro-INET members dealt with the pandemic in their community and its impact on their organizations.

A working group of six members, along with Metro-INET staff, have been working with Attorney Jim Strommen of Kennedy and Graven to craft the draft joint powers agreement which will need to be ratified by each Metro-INET member. The draft document was sent to all members for their review by each member's attorney. To-date, there has been no issues with the proposed agreement from other members and many members are scheduling consideration by their board or City Council in December. Given the short time remaining this year, it is expected that the approvals by all members will not be completed until the first couple of months in 2021.

Once the member approvals are completed, Metro-INET will constitute itself and begin the process of transition from a City of Roseville enterprise to a joint powers authority. One of the first actions the Metro-INET Board will need to take is to hire an Executive Director to assist the Board in the transition. It is expected that it will take all of 2021 to fully transition Metro-INET, including having the City of Roseville IT staff become employees of the Metro-INET joint powers authority. Additional information about the process is included in the Metro-INET joint powers agreement transition plan included as Attachment A.

Details of the JPA are outlined in a memo prepared by the City Manager to Metro-INET members. (Attachment B). The final draft of the JPA is included as Attachment C. The JPA has been reviewed by City Attorney Gaughan and he finds the agreement acceptable.

30 **POLICY OBJECTIVE**

31 Roseville has long valued shared partnerships with other local government entities and the private
32 sector to provide cost-effective and efficient services to the community. Since its creation, Metro I-
33 Net has been a model of partnership of providing local government IT services in the Twin Cities
34 metro.

35 **BUDGET IMPLICATIONS**

36 It is expected that a Metro I-Net joint powers entity would raise the cost for every member due to
37 increased overhead for leasing space and costs for personnel services (payroll and other HR
38 services). These costs have been factored into the 2021 Metro-INET budget using existing funds
39 and the 2021 cost allocations assigned to each member, including Roseville.

40 **STAFF RECOMMENDATION**

41 Staff recommends the City Council approve entering into the Metro-INET joint powers agreement as
42 shown in Attachment C.

43 **REQUESTED COUNCIL ACTION**

44 Motion to approve the Metro-INET joint powers agreement as shown in Attachment C.

Prepared by: Patrick Trudgeon, City Manager (651) 792-7021

Attachment: A: Metro-INET joint powers authority transition plan
B: Memo to Metro-INET members dated December 1
C: Metro-INET Joint Powers Agreement

TRANSITION PLAN FOR METRO I-NET

This plan is created to guide the transition from City of Roseville Metro I-Net (RMI) to Metro I-Net Joint Powers Authority (MIJPA)

Purpose of transition plan

- Allow for orderly transition of operations, personnel, and assets from RMI to MIJPA
- Identify transition costs
- Create a measured pace of transition to allow for comfort of existing RMI employees and RMI agencies

Given where we find ourselves here in 2020, during the COVID pandemic, this transition plan is underpinned by the following milestones:

- In 2020, the framework and costs of the new MIJPA will be established and agreed upon by the RMI agencies.
- In 2021, the MIJPA as an entity will be established, the MIJPA Board will be elected and begin to meet, and the MIJPA Executive Director will be hired and begin to create an institutional framework for the MIJPA
- In 2022, all assets and personnel will be assigned to the MIJPA

TIMELINE FOR WORK FOR 2020 (MIJPA CREATION)

Summary: The working group will finalize the draft joint powers agreement and send it out for review by agency managers and their legal counsels. Metro I-Net members are expected to approve the JPA by the end of the year.

The City of Roseville, in conjunction with RMI staff will identify costs to service MIJPA during the interim period of the transition in 2021 and begin the process of identifying costs for transferring assets from RMI to MIJPA

DETAILS OF 2020 WORK PLAN

METRO I-NET WORKING GROUP

In 2020, the Metro I-Net Working Group will do the following:

- Approve JPA transition plan
- Review draft Joint Powers Agreement
- Finalize language with Attorney Strommen
- Review JPA transition costs for 2021
- Identify long-term cost estimates for administrative/financial/legal services for MIJPA
- Provide member agencies an estimate of costs for the transition and final implementation of the MIJPA
- Assist in getting approval of JPA by all member agencies

CITY OF ROSEVILLE/ROSEVILLE METRO I-NET

In 2020, the City of Roseville/Roseville Metro I-Net will do the following:

- Identify costs to serve MIJPA during the transition
- Identify costs for transferring assets to MIJPA
- Assist the working group in identifying long-term costs for administrative/financial/legal services for MIJPA
- Assist in getting approval of JPA by all member agencies

METRO I-NET MEMBER AGENCIES

In 2020, the Roseville Metro I-Net member agencies will do the following:

- Review the draft Metro I-Net joint powers agreement
- Secure approval of JPA from governing bodies

TIMELINE FOR WORK FOR 2021(MIJPA TRANSITION)

Summary: Upon approval of the joint powers agreement by all member agencies, the MIJPA will officially incorporate. Per the joint powers agreement, the board of the directors for the MIJPA will convene and elect officers. Once constituted, the MIJPA Board officers will be elected and consider agreements to cover the transition period (defined as calendar year 2021) for legal, administrative and financial services. The Board will also recruit and hire the Metro I-Net Executive Director (MIED). Once hired, the MIED will begin drafting organizational policies and determine longer term legal, HR/Administrative, and financial services as well as determining and securing space needs.

In order to allow for an orderly transition in employees receiving wages and benefits and to ensure minimal disruption to member agency services, Metro I-Net employees will remain employees of the City of Roseville during 2021.

DETAILS OF 2021 WORK PLAN

METRO I-NET BOARD

- Incorporate Metro I-Net as a joint powers authority
- Hold first board business meeting
 - Elect Chair and other officers
 - Enter into agreements for interim period of 2021
 - Legal
 - HR/Admin
 - Financial
- Begin recruitment and hire Metro I-Net Executive Director (MIED)
- Enter into agreement with City of Roseville regarding management of Roseville Metro I-Net employees by Metro I-Net Executive Director during interim period
- Carry out board business as described in joint powers agreement, including setting a 2022 budget.

METRO I-NET EXECUTIVE DIRECTOR

- MIED is sole employee of MIJPA
- MIED focuses on administrative duties
 - Organizational policies
 - Service Contracts
 - Legal
 - Administrative/HR
 - Financial/Payroll
 - Determining space needs and securing space

CITY OF ROSEVILLE/ROSEVILLE METRO I-NET

- Provide administrative/HR/financial services to MIJPA
- Enter into agreement with MIJPA regarding management of Roseville Metro I-Net employees by Metro I-Net Executive Director during interim period
- Assist in transition of RMI assets and employees to MIJPA employees at the start of 2022

MIJPA TRANSITION COMPLETE – JANUARY 2022



Memo

To: Metro-INET Members
cc: Pete Bauer & Jason Swalley, Metro-INET
From: Patrick Trudgeon, Roseville City Manager
Date: December 1, 2020
Re: Metro-INET Joint Powers Agreement

Metro-INET originally started as a collaboration between Roseville and Mounds View to share IT resources in 1999. Since that time, Metro-INET has grown to 35 member organizations receiving full IT services and 9 associate members receiving limited IT services.

Not only has the number of Metro-INET members grown, each member agency's needs have grown exponentially. Some examples in recent years include the deployment of laser fiche, remote computer access, electronic door access, wireless access points, as well as body cam support for law enforcement.

Currently, Metro-INET is under organizational control of the Roseville City Manager and Roseville City Council. All Metro-INET employees are actually Roseville employees and fall under Roseville personnel policy, its liability coverage, and compensation structure. The Roseville City Manager makes employment decisions for Metro-INET including the hiring and termination of employees. The City of Roseville includes the \$3.5 million Metro-INET budget as part of its city budget.

While this arrangement has worked for many years, the following issues is making it harder to keep Metro-INET sustainable into the future:

- Roseville City Council concern about the amount of Metro-INET staff and the added liability and carrying costs for that amount of employees
- Roseville City Council concern the use of space within City given other city department space needs
- The Roseville employee compensation plan lags behind the market for other local governments and especially with LOGIS, a joint powers entity that provides IT services to many local governments in the Twin Cities. LOGIS has recruited several Metro-INET staff members over the past couple of years
- As a result of the Roseville compensation plan and organizational structure, it is not possible to create the necessary executive leadership to guide the large \$3.5 million Metro-INET enterprise

- Finally, it should be noted that the Roseville City Council could at any time decide to no longer be the lead agency for Metro-INET and as a result, breakup Metro-INET and let members figure out how to best provide IT services for their organization. It should be pointed out that Roseville City Council **has not** discussed doing this, but it is always a potential concern in the future.

Having Metro-INET as a joint powers entity does provide members more direct control over governance of Metro-INET, including costs, personnel, and policies and takes away uncertainty of the future of Metro-INET.

In 2020, a sub-committee of Metro-INET members met to work on a draft of the joint powers agreement. Working with Attorney Jim Strommen of Kennedy and Graven, the sub-committee finalized the JPA document. The sub-committee shared the draft JPA agreement with the League of Minnesota Cities General Counsel and the League of Minnesota Insurance Trust staff for their review. They suggested several changes to the document that have been incorporated into the final versions. Finally, the sub-committee distributed the draft document to all members so that their specific city/board attorney could review the document. To-date, we have not received any significant comments that change the document.

The highlights of the joint powers agreement are as follows:

- The initial members of the JPA will be the current members of Metro-INET
- JPA is planned to become effective on 1/1/2021
- Metro-INET will be governed by a Board of Directors with each member having a Director and Alternate designated
- Metro-INET board meetings subject to open meeting law
- Each member will have the number of votes equivalent to its share of the budget
- Members will not be allowed to vote if they are in default of their financial obligation or violation of IT security policies
- Metro-INET board will meet at least four times (Jan., April, July, Oct.) annually
- Metro-INET board will have officers elected to 3-year terms
- Metro-INET board will have power take all action in establishing and managing the operations of Metro-INET
- Metro-INET board will enter into a contract with a member to serve as the fiscal and operations agent for the organization
- Metro-INET board will hire an executive director who will be responsible for day-to-day operations
- The executive director will have broad authority to run the operations of Metro-INET
- The executive director can be terminated by a 2/3 vote of the Metro-INET board
- The Metro-INET board will establish an executive committee consisting of the 5 board officers. The fiscal agent and Executive Director will serve as ex officio members of the executive committee in an advisory and non-voting capacity
- The executive committee would meet on a more frequent basis and work on duties as assigned by the board such as the budget and administrative issues
- The JPA outlines the schedule for the creation and consideration of the annual budget.
- The JPA creates 3 different classes of charges

- Class 1 – Core Services
- Class 2 – Supplemental
- Class 3 – Necessary additional charges
- The class charges are described in more detail as Attachment A of the JPA
- The JPA outlines procedures for members to withdraw from Metro-INET
- JPA creates a Metro-INET “Associate” which is an entity that is receiving a contractual service from Metro-INET
- The JPA has no termination date but does outline procedures to dissolve the organization

For 2021, there are no additional costs that will be borne by members by entering into the JPA. Costs for the transition have been incorporated into the budget numbers given to each member earlier in 2020. It is expected that starting in 2022, there will be additional administrative costs for the JPA. The final financial impact, however, will be decided by the newly constituted Metro-INET board.

**JOINT POWERS AGREEMENT
FOR THE ESTABLISHMENT OF
THE NORTH EAST METROPOLITAN AREA MUNICIPAL
INTERNETWORKING COLLABORATIVE, TO BE KNOWN AS
“METRO-INET”**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I GENERAL PURPOSE	1
Section 1.1 Purpose	1
ARTICLE II DEFINITION OF TERMS	1
Section 2.1 Definitions	1
Section 2.1.1 Metro-INET	1
Section 2.1.2 IT Services	1
Section 2.1.3 Board	1
Section 2.1.4 LGU	1
Section 2.1.5 Member	1
Section 2.1.6 Associate	1
Section 2.1.7 Data	2
ARTICLE III MEMBERSHIP.....	2
Section 3.1 Eligibility	2
Section 3.2 Execution of JPA and Payment of Member Charges.....	2
Section 3.3 Initial Members	2
Section 3.4 Transition of Initial Member IT Services Agreements	2
Section 3.5 Effective Date	2
Section 3.6 New Members	2
Section 3.7 Conditions of Membership	2
Section 3.8 Appointment of Directors	3
ARTICLE IV BOARD OF DIRECTORS	3
Section 4.1 Governing Body.....	3
Section 4.2 Appointment of Alternate Directors	3
Section 4.3 No Proxy Voting	3
Section 4.4 Notice of Change of Director or Alternate Director	3
Section 4.5 Compensation of Directors and Alternate Directors	3
Section 4.6 Number of Votes of Directors	3
Section 4.7 Quorum	4
Section 4.8 Motions	4
Section 4.9 Suspension of Vote	4
Section 4.10 Bylaws	4
Section 4.11 Remuneration of Director Expenses	4
Section 4.12 Removal of Directors	4
Section 4.13 Director Vacancies	4
ARTICLE V MEETINGS AND OFFICERS	4
Section 5.1 Special Meetings.....	4
Section 5.2 Regular Meetings.....	5

46	Section 5.3	Notice of Regular Meetings	5
47	Section 5.4	Public Meetings	5
48	Section 5.5	Officers	5
49	Section 5.6	Chair and Vice Chair	5
50	Section 5.7	Secretary	5
51	Section 5.8	Officer Vacancies	5
52			
53	ARTICLE VI	POWERS AND DUTIES OF THE BOARD.....	6
54	Section 6.1	Powers and Duties.....	6
55	Section 6.2	General Purpose	6
56	Section 6.3	Governance	6
57	Section 6.4	Membership Dues	6
58	Section 6.5	Service Charges	6
59	Section 6.6	Gifts, Loans and Grants	6
60	Section 6.7	Annual Audit	6
61	Section 6.8	Annual Budget	6
62	Section 6.9	Delegation to Executive Committee	7
63	Section 6.10	Accumulation and Maintenance of Capital	7
64	Section 6.11	Data, Data Processing and Management Information Systems	7
65	Section 6.12	PERA	7
66	Section 6.13	Necessary and Incidental Powers	7
67			
68	ARTICLE VII	FISCAL AND OPERATIONAL SERVICES; EXECUTIVE DIRECTOR ...	7
69	Section 7.1	Fiscal and Operations Agent	7
70	Section 7.2	Executive Director	7
71	Section 7.3	Term of Executive Director	8
72			
73	ARTICLE VIII	EXECUTIVE COMMITTEE	8
74	Section 8.1	Membership of Executive Committee	8
75	Section 8.2	Bylaws of Executive Committee	8
76	Section 8.3	Quorum	8
77	Section 8.4	Regular Meetings	8
78	Section 8.5	Special Meetings	8
79	Section 8.6	Notice of Meetings	8
80	Section 8.7	Duties and Responsibilities	8
81	Section 8.8	Preparation and Modification of Charges	9
82			
83	ARTICLE IX	FINANCIAL MATTERS	9
84	Section 9.1	Fiscal Year	9
85	Section 9.2	Adoption of Annual Budget	9
86	Section 9.3	Cost Sharing Charges	9
87	Section 9.4	Invoices to Members	9
88	Section 9.5	Classification of Cost Sharing Charges	10
89	Section 9.6	Special Financial Assistance from Members	10
90	Section 9.7	Expenditures	11

91	Section 9.8	Contracts	11
92			
93	ARTICLE X	WITHDRAWAL	11
94	Section 10.1	Notice of Withdrawal	11
95	Section 10.2	Claim to Assets upon Withdrawal	11
96	Section 10.3	Financial Obligations upon Withdrawal	11
97	Section 10.4	Financial Obligations prior to Withdrawal	12
98			
99	ARTICLE XI	ASSOCIATES	12
100	Section 11.1	Associates	12
101	Section 11.2	Admission of Associates	12
102	Section 11.3	Confirmation of Associate Status	12
103	Section 11.4	Appointment of Director and Alternate Director	12
104	Section 11.5	Charges	12
105	Section 11.6	Application to Become a Member	12
106	Section 11.7	Notice of Withdrawal as Associate	12
107			
108	ARTICLE XII	DISSOLUTION	12
109	Section 12.1	Dissolution	12
110	Section 12.2	Effectuation of Dissolution	13
111	Section 12.3	Distribution of Assets and Payment of Outstanding Obligations	13
112	Section 12.4	Allocation of Deficit	13
113	Section 12.5	Distribution of Computer Software	13
114			
115	ARTICLE XIII	INDEMNIFICATION	13
116	Section 13.1	Cooperative Activity of Single Governmental Unit	13
117	Section 13.2	Indemnification	13
118			
119	ARTICLE XIV	AMENDMENT	14
120	Section 14.1	Amendment of JPA	14
121			
122	ARTICLE XV	MISCELLANEOUS	14
123	Section 15.1	Data Practices	14
124	Section 15.2	Audit	14
125	Section 15.3	Counterparts	14
126	Section 15.4	Headings	14
127	Section 15.5	Severability	14
128	Section 15.6	Applicable Law	14
129			
130	ARTICLE XVI	DURATION	15
131	Section 16.1	Term	15

**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. Purpose. 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 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-INET.

**ARTICLE II
DEFINITION OF TERMS**

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

Section 2.1.1. Metro-INET. “Metro-INET” means the “North East Metropolitan Area Municipal Internetworking Collaborative,” the organization created by this JPA.

Section 2.1.2. IT Services. “IT Services” means the development, operation and maintenance of advanced internet 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 Members and non-Member LGUs.

Section 2.1.3. Board. “Board” means the Board of Directors of Metro-INET, consisting of one Director from each LGU participating as a Member of Metro-INET pursuant to this JPA.

Section 2.1.4. LGU. “LGU” means any city, township, independent public safety organization, watershed management 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 Minnesota Statutes, Section 471.59, and as it may be amended from time to time.

Section 2.1.5. Member. “Member” means an LGU that enters into this JPA and is at the time involved, a Member in good standing.

Section 2.1.6. Associate. “Associate” means an LGU that is not a Member but has agreed to affiliate with Metro-INET in accordance with Article XI and other applicable JPA provisions.

177 **Section 2.1.7. Data.** “Data” means all information in digital form that can be transmitted
 178 or processed.

180 **ARTICLE III** 181 **MEMBERSHIP**

182
 183 **Section 3.1. Eligibility.** Any Minnesota LGU is eligible to be a Member of Metro-INET.
 184

185 **Section 3.2. Execution of JPA and Payment of Member Charges.** An LGU desiring to
 186 be a Member shall execute a copy of this JPA and shall pay all Member charges, prorated if
 187 appropriate, under Article IX.
 188

189 **Section 3.3. Initial Members.** The initial Members of Metro-INET shall be the City of
 190 Roseville (“Roseville”) and those LGUs that are parties to a joint powers agreement or an
 191 otherwise existing contractual arrangement for IT Services from Roseville, on or prior to
 192 December 31, 2020. Upon the execution of this JPA by an initial Member, the clerk or other
 193 corresponding officer shall file with the Roseville City Manager a copy of the executed JPA,
 194 together with a certified copy of the authorizing resolution or other action. The resolution
 195 authorizing the execution of this JPA shall also designate the Member’s Director and Alternate
 196 Director (“Alternate”).
 197

198 **Section 3.4 Transition of Initial Member IT Services Agreements.** Any joint powers
 199 agreement or contract for IT Services between two or more Metro-INET Members that has not
 200 been terminated prior to the Effective Date of this JPA shall be terminated by the affected parties
 201 at the earliest possible date, without disrupting the delivery of IT Services to the affected parties.
 202 After the Effective Date, any term of an earlier agreement for IT Services still in force shall be
 203 interpreted not to conflict with this JPA, which shall supersede the earlier agreement if the earlier
 204 agreement and this JPA cannot be reconciled. The Board shall have authority to take any action it
 205 deems reasonable and prudent to facilitate the transition to Metro-INET by any initial Member,
 206 including the creation of a committee authorized to assist affected parties in the termination of
 207 earlier agreements and to seek Board approval of action necessary to facilitate the transition.
 208

209 **Section 3.5. Effective Date.** This JPA shall become effective on January 1, 2021 [[or other
 210 date agreed upon by the initial Members]] (“Effective Date”). Within thirty (30) days after the
 211 Effective Date, the Roseville City Manager shall call the first meeting of the Board, which shall
 212 be held not later than fifteen (15) days after the notice has been delivered to each Director and
 213 Alternate.
 214

215 **Section 3.6. New Members.** LGUs that do not qualify for initial membership under
 216 Section 3.3 and seek to join Metro-INET shall be admitted by a vote of the Board as it determines
 217 at its organizational meeting, or as soon thereafter as the Board may decide and adopt in the
 218 bylaws.
 219

220 **Section 3.7. Conditions of Membership.** The Board may impose additional conditions
 221 upon the admission of new Members.
 222

Section 3.8. Appointment of Directors. Directors and Alternates shall be appointed by the Member governing body to serve until their successors are appointed and qualified. Directors shall be the chief administrative officer of the Member.

ARTICLE IV BOARD OF DIRECTORS

Section 4.1. Governing Body. Metro-INET 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 meetings duly called, as provided in Article VIII.

Section 4.2. Appointment of Alternate Directors. 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. No Proxy Voting. 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. Notice of Change of Director or Alternate Director. When the Member changes its designated Director or Alternate the Member shall provide written notice to Metro-INET with the name, email address and mailing address of the person so appointed.

Section 4.5. Compensation of Directors and Alternate Directors. Directors and Alternates shall serve without compensation from Metro-INET, but it shall not prevent a Member from providing compensation for its Director or Alternate if such compensation is lawfully authorized by such Member.

Section 4.6. Number of Votes Held by Directors. Unless otherwise expressly provided herein, each Director shall have the number of votes equivalent to the Member's share of Metro-INET's annual budget, as established by the Board and calculated as follows: Each Member's percentage share of Metro-INET's annual budget shall be determined by Member use of Metro-INET 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-INET'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 Member or Members join Metro-INET.

Section 4.7. Quorum. The presence of at least ten (10) Directors of Members in good standing at a regular or special meeting shall constitute a quorum of the Board allowing it to transact business, provided that the ten Directors hold at least a majority of the total Member votes.

Section 4.8. Motions. 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. Suspension of Vote. A Director, or Alternate shall not be eligible to vote during the time the Member they represent has been notified by Metro-INET that it is in default on any required assessment, contract or other contribution to Metro-INET or regarding security breaches or other acts deemed by the Board to materially impair the quality of IT Services provided by Metro-INET. 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 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-INET or notice of other default referenced above, the Board may act to terminate the Member from Metro-INET by a majority vote of the Board at a regular meeting or special meeting called for that purpose.

Section 4.10. Bylaws. At the Metro-INET organizational meeting the Board shall adopt bylaws governing its procedures, including but not limited to, the time, place and frequency of its regular meetings or procedures and voting majorities required for certain votes. Such bylaws may be amended from time to time pursuant to Section 4.8 of this JPA.

Section 4.11. Remuneration of Director or Alternate Expenses. The Board shall have no obligation to pay remuneration of Director or Alternate expenses, which shall be subject to the policies of Member appointing them. The Board may, however, in its sole discretion, pay the reasonable and necessary expenses of officers, Directors and Alternates incurred in connection with special duties they undertake on behalf of Metro-INET, but such reimbursement shall not include the expenses incurred solely for attending meetings of Metro-INET within the seven-county Twin Cities metropolitan area.

Section 4.12. Removal of Directors. Any Director or Alternate shall be subject to removal by the governing body of the Member.

Section 4.13. Director Vacancies. A vacancy on the Board shall be promptly filled by the governing body of the Member whose position on the Board is vacant.

ARTICLE V MEETINGS AND OFFICERS

Section 5.1. Special Meetings. 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. Regular Meetings. 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. 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 of the meeting 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. Public Meetings. 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. Officers. The officers of the Board shall consist of the chair, vice-chair, secretary and two (2) officers-at-large, who shall be elected by the Directors at the organizational meeting of the Board. The chair and vice-chair shall be elected to three-year (3) terms, commencing at the organizational meeting of the Board and every three (3) years thereafter. The secretary shall be elected to a two-year (2) term, commencing at the organizational 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 officers-at-large shall be elected to a one-year (1) term, commencing at the organizational 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 organizational 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. Chair and Vice Chair. 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. Secretary. The secretary shall be responsible for keeping a record of all of the proceedings of the Board and the executive committee.

Section 5.8. Officer Vacancies. 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. Powers and Duties. The powers and duties of the Board shall include the powers set forth in this Article.

Section 6.2. General Purpose. The Board shall take such action as it deems necessary and appropriate to accomplish the general purposes of the organization including, but not limited to, 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. Governance. The Board shall have full supervisory control and management of the affairs of Metro-INET including the power to make contracts as it deems necessary to make effective any power to be exercised by Metro-INET 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 with a Member or Members or with others.

Section 6.4. Membership Dues. The Board may establish and collect membership dues.

Section 6.5. Service Charges. The Board may establish and collect charges for its services to Members and to others.

Section 6.6. Gifts, Loans and Grants. The Board 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. Annual Audit. The Board 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. Annual Budget. The Board shall establish the annual budget for the organization as provided in this JPA.

Section 6.9. Delegation to Executive Committee. The Board 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. Accumulation and Maintenance of Capital. The Board 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. Data, Data Processing and Management Information Systems. The Board shall make Metro-INET data processing and management information systems available to its Members, subject to reasonable charges for the development and processing thereof. Metro-INET shall not own Member Data, which shall be returned to the Member upon its withdrawal made pursuant to this JPA or upon dissolution.

Section 6.12. PERA. The Board 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 6.13. Necessary and Incidental Powers. 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. Fiscal and Operations Agent. The Board shall designate a Member to serve as the fiscal and operations agent of Metro-INET (“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-INET. The Fiscal Agent shall be responsible for management of all of Metro-INET’s funds, for the keeping and storing of Metro-INET’s financial records, recommending to the Board and maintaining adequate insurance coverage of Metro-INET consistent with municipal liability limitations under Minnesota law, and to provide for the annual financial audit and accounting of all Metro-INET related activities. The Fiscal Agent shall be responsible for collecting and preserving all Metro-INET 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-INET.

Section 7.2. Executive Director. The Board shall hire an executive director to be responsible for the management of the day-to-day operations of Metro-INET, 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-INET functions; to conduct such research and investigation as necessary on any matter related to or affecting the general purposes of Metro-INET; to manage real and personal property

acquired by Metro-INET; 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-INET for each quarterly and annual meeting of the Board.

Section 7.3. Term of Executive Director. 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. Membership of Executive Committee. The Board shall establish an executive committee consisting of five (5) voting members. Its members shall consist of the five (5) officers of the Board as defined in Article V, Section 5.5. The Fiscal Agent and Executive Director shall serve as *ex officio* members of the executive committee in an advisory and non-voting capacity.

Section 8.2. Bylaws of Executive Committee. 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. Quorum. Three (3) members of the executive committee shall constitute a quorum and a majority of the executive committee members present at a meeting where a quorum exists may act, notwithstanding the number of votes held by each member in accordance with Article IV, Section 4.6.

Section 8.4. Regular Meetings. 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. 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. Notice of Meetings. 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. Duties and Responsibilities. 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. Preparation and Modification of Charges. The executive committee shall have the responsibility to prepare and modify charges for the use of the programs and facilities of Metro-INET, both as to Members and non-members, subject to Board approval.

ARTICLE IX FINANCIAL MATTERS

Section 9.1. Fiscal Year. The fiscal year of Metro-INET shall be the calendar year.

Section 9.2. Adoption of Annual Budget. The annual budget of Metro-INET 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-INET 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. Cost Sharing Charges. 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 to Members. 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 may be declared in default by the Board or executive committee and shall not be entitled to further voting privileges nor to have its Director hold any office nor to use any Metro-INET facilities or programs until such time as the default is cured and Metro-INET 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, and such default remains uncured after a reasonable time following notice to cure, 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. Classification of Cost Sharing Charges. The charges to the Members of Metro-INET shall be divided, for cost sharing purposes, into three different classes, as further described in Exhibit A to this JPA and incorporated herein:

- (a) Core Services ("*Class 1 Charges*"). Class 1 Charges shall cover all of Metro-INET's general administrative and operational expenses for core services in having a member participate as a domain member of Metro-INET. Core services are generally defined as services provided by Metro-INET that provides IT support to the Member and its employees to conduct the Member's business. These core services may change over time upon Board approval based on different needs of Members. Changes in the delivery of 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, upon approval by the Board. Class 1 Charges shall be prorated to new Members and not retroactively applied to them.
- (b) Supplemental Services ("*Class 2 Charges*"). Class 2 Charges shall cover the costs of design and development of computer programs and systems and other capital costs for services requested by the Member. Supplemental services are generally defined as services provided by Metro-INET at the request of the Member to meet its specific needs. These supplemental services may change over time upon Board approval based on different needs of Members and changes in the delivery of such services. Class 2 Charges shall be paid by each Member as fixed monthly, quarterly or annual membership dues, as determined by the Board. The amount of Class 2 Charges required to be paid by each Member shall be determined annually by the executive committee, upon approval by the Board. Class 2 Charges shall not be retroactively applied to new Members.
- (c) Necessary Additional Charges ("*Class 3 Charges*"). Class 3 Charges shall cover the costs of system operation and maintenance in serving 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 non-member shall be determined by the Board. The amount of the charges shall cover all costs incurred by Metro-INET in providing these services to the non-member. The Board shall have authority to negotiate and enter into contracts with non-members receiving Class 3 Charges.

Section 9.6. Special Financial Assistance from Members. It is anticipated that certain Members may be in a position to extend special financial assistance to Metro-INET in the form of grants, or other in-kind payments including use of facilities or other infrastructure deemed beneficial to Metro-INET. 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. Expenditures. 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. 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. Notice of Withdrawal. Any Member may at any time prior to June 1 of a given year, give written notice of withdrawal from Metro-INET. 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 Class 1, 2 and 3 Charges outstanding for the remainder of the calendar year and additional years for which the Board committed Metro-INET to such financial obligation while the Member was with Metro-INET 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-INET 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-INET as determined by the Board pursuant to Section 4.8 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. Claim to Assets upon Withdrawal. A Member's withdrawal from Metro-INET 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. Financial Obligations upon Withdrawal. Upon withdrawal the Member shall continue to be responsible (1) for all of its prorated share of any unpaid Class 2 Charges; (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-INET.

Section 10.4. Financial Obligations prior to Withdrawal. 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. Associates. It is understood that certain LGUs may desire to enter into a contractual arrangement with Metro-INET for limited IT Services. Such LGUs may affiliate with Metro-INET as “Associates.”

Section 11.2. Admission of Associates. 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. Confirmation of Associate Status. At the time of joining Metro-INET as an Associate, the LGU shall indicate in writing that it is not joining as a Member but as an Associate.

Section 11.4. Appointment of Director and Alternate Director. 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 11.5. Charges. 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 11.6. Application to Become a Member. An Associate may apply for membership status and become a Member upon the requisite vote as required in Article III, Section 3.5.

Section 11.7. Notice of Withdrawal as Associate. An Associate may discontinue its association with Metro-INET 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 XII DISSOLUTION

Section 12.1. Dissolution. Metro-INET 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 12.2. Effectuation of Dissolution. 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 12.3. Distribution of Assets and Payment of Outstanding Obligations. Upon dissolution, the remaining assets of Metro-INET and payment of all of its outstanding obligations, the remaining assets of Metro-INET shall be distributed among the then existing Members in proportion to their contributions, as determined by the Board.

Section 12.4. Allocation of Deficit. 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 12.5. Distribution of Computer Software. In the event of dissolution the following provisions shall govern the distribution of computer software owned by or licensed to Metro-INET:

- (a) All such software shall be an asset of Metro-INET.
- (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-INET; (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 XIII INDEMNIFICATION

Section 13.1. Cooperative Activity of Single Governmental Unit. Metro-INET 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 13.2. Indemnification. Metro-INET 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-INET pursuant to this JPA. Metro-INET 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. A Member shall defend, indemnify and hold harmless Metro-INET against all claims, losses, liabilities, suits, judgments, costs, and expenses arising out of action or inaction of the Member regarding the Member's Data. This JPA to defend and indemnify does not constitute a waiver by Metro-INET or any Member of the limitations on liability provided by Minnesota Statutes, Chapter 466.

ARTICLE XIV AMENDMENT

Section 14.1. Amendment of JPA. 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 XV MISCELLANEOUS

Section 15.1. Data Practices. 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-INET. 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 15.2. Audit. 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 15.3. Counterparts. 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 15.4. Headings. The subject headings of the sections and subsections of the JPA are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

Section 15.5. Severability. 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 15.6. Applicable Law. 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 XVI
DURATION

Section 16.1. Term. This JPA shall continue in effect indefinitely until terminated in accordance with its terms.

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____.