

AMENDMENT TO

JOINT POWERS AGREEMENT OF SOURCEWELL TECHNOLOGY

THIS AMENDMENT TO THE JOINT POWERS AGREEMENT OF SOURCEWELL TECHNOLOGY (this "Amendment") is entered into by and between Sourcewell, formerly known as National Joint Powers Alliance ("Sourcewell") and Metropolitan Educational Cooperative Service Unit ("Metro ECSU"), both of which are public agencies and public corporations established by Minnesota Statutes § 123A.21 (each a "Party" and collectively, the "Parties"), and shall be effective as of the Effective Date.

WHEREAS, Sourcewell and Metro ECSU, along with Technology and Information Educational Services ("TIES") which is a joint powers entity formed under Minnesota Statutes § 471.59, and each of the member school districts ("Member Districts") of TIES, have entered into a Joint Powers Agreement of Sourcewell Technology ("Joint Powers Agreement") in furtherance of the reorganization of TIES, which shall be effective as of the Effective Date; and

WHEREAS, Sourcewell and Metro ECSU will be the Governing Members of Sourcewell as of the Effective Date pursuant to Article II, Section 1 of the Joint Powers Agreement; and

WHEREAS, Article VI, Section 2 of the Joint Powers Agreement provides that such agreement may be amended, restated, or modified in writing duly adopted by the Governing Members, provided that any amendments to Article IV must also be approved by the Limited Members;

WHEREAS, Sourcewell and Metro ECSU desire to amend and clarify Article III of the Joint Powers Agreement in the manner described herein.

NOW, THEREFORE in consideration of the mutual promises, covenants and agreement herein contained, the Parties hereby agree as follows:

1. Article III, Section 2 of the Joint Powers Agreement is hereby deleted in its entirety and replaced with the following:

Section 2. Defense and Indemnification. Sourcewell shall defend, indemnify and hold harmless Metro ECSU, its current and former members of its governing body, administrators, employees, volunteers or agents, individually and collectively, from all liability, loss, damage, claims, causes of action, and expenses (including attorneys' fees), which arise out of in any way or are related to the activities, operation, or decisions of Sourcewell Technology, including, but not limited to, intentional, willful or negligent acts or omissions of Sourcewell, Sourcewell Technology or their employees, agents, volunteers, subcontractors or anyone employed directly or indirectly by Sourcewell or Sourcewell Technology, but excluding intentional or willful acts or omissions of Metro ECSU, its current and former members of its governing body, administrators, employees, volunteers or agents. Notwithstanding the foregoing, each of Sourcewell and Metro ECSU expressly decline responsibility for the acts or omissions of the other which do not arise out of in any way or relate to the activities, operation, or decisions of Sourcewell

Technology, including but not limited to acts or omissions taken by Sourcewell or Metro ECSU or each of the current and former members of the governing body, administrators, employees, volunteers or agents, that relate solely to the activities, operation, or decisions of Sourcewell or Metro ECSU, respectively (collectively, "Independent Acts"). Sourcewell and Metro ECSU agree to hold the other harmless for the Independent Acts of each of their own current and former members of their governing body, administrators, employees, volunteers or agents.

2. Article III, Section 3 of the Joint Powers Agreement is hereby deleted in its entirety and replaced with the following:

Section 3. Liability. For purposes of determining total liability, if any, the Parties intend that Sourcewell Technology is a single governmental unit within the meaning of of Minnesota Statutes, Section 471.59, subd. 1a (b) and nothing in this Agreement shall constitute a waiver of the statutory limits on liability, as set forth in Minnesota Statutes Section 466.04, or a waiver of any available immunities or defenses. If extended insurance coverage is obtained, such procurement constitutes a waiver of governmental liability limits only as provided by Minnesota Statutes Section 471.59, subdivision 1a (c).

6. Capitalized terms not otherwise defined in this Amendment have the same respective meanings as contained in the Joint Powers Agreement.
7. The provisions of the Joint Powers Agreement that are not expressly modified by this Amendment shall remain in full force and effect pursuant to their terms.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment by their duly authorized representatives, as of the date first above written.