

EXHIBIT A

Revised June, 1990

AMENDED
NORTH SUBURBAN CABLE COMMISSION
JOINT AND COOPERATIVE AGREEMENT
FOR THE ADMINISTRATION OF A CABLE COMMUNICATIONS SYSTEM

I. PARTIES

The parties to this Agreement are governmental units of the State of Minnesota. This Agreement is made pursuant to Minnesota Statutes Section 471.59, as amended.

II. GENERAL PURPOSE

The general purpose of this Agreement is to establish an organization to monitor the operation and activities of cable communications, and in particular, the Cable Communication System (System) of the parties; to provide coordination of administration and enforcement of the franchises of parties for their respective System; to promote, coordinate, administer and develop community cable television programming; and to conduct such other activities authorized herein as may be necessary to insure equitable and reasonable rates and service levels for the citizens of the members of the organization.

III. NAME

The name of the organization is the North Suburban Cable Commission (NSCC).

IV. DEFINITION OF TERMS

Section 1. For the purposes of this Agreement, the terms defined in this Article shall have the meanings given to them.

Section 2. "Commission" means the Board of Directors created pursuant to this Agreement.

Section 3. "Council" means the governing body of a member.

Section 4. "Franchise" means that cable communications franchise granted by all cities listed in Article V, Section 1.

Section 5. "Grantee" means the person or entity to whom a franchise has been granted by a member.

Section 6. "Member" means a municipality which enters into this Agreement.

Section 7. "System" means that cable communications system more specifically defined in the Franchise Ordinance of the Member.

V. MEMBERSHIP

Section 1. The municipalities of Arden Hills, Falcon Heights, Little Canada, Lauderdale, Moundsview, New Brighton, North Oaks, Roseville, St. Anthony, and Shoreview are eligible to be the Members of the Commission. Any municipality geographically contiguous to any of these named municipalities, and served by a cable communications system through the same Grantee, may become a Member pursuant to the terms of this Agreement.

Section 2. Any municipality desiring to become a Member shall execute a copy of this Agreement and conform to all requirements herein.

Section 3. The initial Members shall be those municipalities listed in Section 1 of this Article V.

Section 4. Municipalities desiring to become Members after the date specified in Article V, Section 3 may be admitted by an affirmative vote of two-thirds (2/3) of the votes of the Members of the Commission. The Commission may, by resolution, impose conditions upon the admission of additional members.

VI. DIRECTORS; VOTING

Section 1. Each Member shall be entitled to one (1) director to represent it on the Commission. Each director is entitled to vote in direct proportion to the percent of annual revenues attributable to the municipality represented by the director to the total annual revenues of the system for the prior year rounded to the nearest whole number; provided, however, that each director shall have at least one vote. For the purposes of this section, the annual revenues for each Member and the total annual system revenues as of December 31 of each year shall be determined by the records of the cable operator filed with the Commission with the annual franchise fee. Prior to the first Commission meeting in March of each year, the Secretary of the Commission shall determine the number of votes for each Member in accordance with this section and certify the results to the Chairs.

Section 2. A director shall be appointed by resolution of the Council of each Member. A director shall serve until a successor is appointed and qualifies. Directors shall serve without compensation from the Commission.

Section 3. Each Member shall appoint at least one alternate director. The Commission, in its By-Laws, may prescribe the extent of an alternate's powers and duties.

Section 4. A vacancy in the office of director will exist for any of the reasons set forth in Minnesota Statutes Section 351.02, or upon a revocation of a director's appointment duly

filed by a Member with the Commission. Vacancies shall be filled by appointment for the unexpired portion of the term of director by the council of the Member whose position on the Board is vacant.

Section 5. There shall be no voting by proxy, but all votes must be cast by the director or the duly authorized alternate at a Commission meeting.

Section 6. The presence of five directors representing a majority of the total authorized votes of all directors shall constitute a quorum, but a smaller number may adjourn from time to time.

Section 7. A director shall not be eligible to vote on behalf of the director's municipality during the time said municipality is in default on any contribution or payment to the Commission. During the existence of such default, the vote or votes of such Member shall not be counted for the purposes of this Agreement.

Section 8. All official actions of the Commission must receive two-thirds (2/3) of all authorized votes cast on that issue at a duly constituted meeting of the Commission and the affirmative vote of five directors. Abstentions shall not be considered authorized votes cast.

VII. EFFECTIVE DATE; MEETINGS; ELECTION OF OFFICERS

Section 1. A municipality may enter into this Agreement by resolution of its council and the duly authorized execution of a copy of this Agreement by its proper officers. Thereupon, the

clerk or other appropriate officer of the municipality shall file a duly executed copy of this Agreement, together with a certified copy of the authorizing resolution, with the Office of the NSCC. The resolution authorizing the execution of the Agreement shall also designate the director and the alternate for the municipality on the Commission, along with said director's and alternate's address, and home and work phone numbers.

Section 2. This Agreement and any amendments thereto are effective on the date when executed agreements and authorizing resolutions of five of the municipalities named in Article V, Section 1 have been filed as provided in this Article.

Section 3. Officers of the Commission shall be elected annually for one year terms. Officers shall be limited to two consecutive terms in a given office.

VIII. POWERS AND DUTIES OF THE COMMISSION

Section 1. The powers and duties of the Commission shall include the powers set forth in this Article.

Section 2. The Commission may make such contracts, grants, and take such other action as it deems necessary and appropriate to accomplish the general purposes of the organization. The Commission may not contract for the purchase of real estate without the prior authorization of the member municipalities. Any purchases or contracts made shall conform to the requirements applicable to Minnesota statutory cities.

Section 3. The Commission shall assume all authority and undertake all tasks necessary to coordinate, administer, and

enforce the Franchise of each Member except for that authority and those tasks specifically retained by a Member.

Section 4. The Commission shall continually review the operation and performance of the cable communications system of the Members and prepare and submit annual reports to the Members.

Section 5. The Commission shall undertake all procedures necessary to maintain uniform rates and to handle applications for changes in rates for the services provided by the Grantee.

Section 6. The Commission may provide for the prosecution, defense, or other participation in actions or proceedings at law in which it may have an interest, and may employ counsel for that purpose. It may employ such other persons as it deems necessary to accomplish its powers and duties. Such employees may be on a full-time, part-time or consulting basis, as the Commission determines, and the Commission may make any required employer contributions which local governmental units are authorized or required to make by law.

Section 7. The Commission may conduct such research and investigation and take such action as it deems necessary, including participation and appearance in proceedings of State and Federal regulatory, legislative or administrative bodies, on any matter related to or affecting cable communication rates, franchises, or levels of service.

Section 8. The Commission may obtain from Grantee and from any other source, such information relating to rates, costs and

service levels as any member is entitled to obtain from Grantee or others.

Section 9. The Commission may accept gifts, apply for and use grants, enter into agreements required in connection therewith and hold, use and dispose of money or property received as a gift or grant in accordance with the terms thereof.

Section 10. The Commission shall make an annual, independent audit of the books of the Commission 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 examination by the Members at all reasonable times.

Section 11. The Commission may delegate authority to its executive committee. Such delegation of authority shall be by resolution of the Commission and may be conditioned in such a manner as the Commission may determine.

Section 12. The Commission shall adopt By-Laws which may be amended from time to time.

Section 13. The Commission shall assume all responsibility for community cable television programming within or for the geographic area of the Member cities of the Commission as more specifically delegated to the Commission from each Member pursuant to the terms and conditions of "A Resolution Transferring Community Television Programming Responsibilities from Group W Cable of the North Suburbs, Inc., d/b/a Cable T.V. North Central." Should any Member withdraw from the Commission as of the date of any renewal of the Cable Television Franchise

Ordinance, or in any year thereafter, the withdrawing Member shall assume all responsibility for community cable television programming within or for the geographic boundaries of the withdrawing municipality, as more specifically delineated in Article XI, Sections 2 or 3 of this Agreement.

Section 14. The Commission may designate an entity or entities to perform any functions the Commission deems necessary relative to the Commission's responsibility for community programming. The Commission may provide funds, support services, and the use of equipment and property to the designated entity, provided that title to all equipment and property shall not pass to the designated entity without the prior approval of all directors.

IX. OFFICERS

Section 1. The officers of the Commission shall consist of a chair, a vice-chair, a secretary and a treasurer.

Section 2. A vacancy in the office of chair, vice-chair, secretary or treasurer shall occur for any of the reasons for which a vacancy in the office of a director shall occur. Vacancies in these offices shall be filled by the Commission for the unexpired portion of the term.

Section 3. The four officers shall all be members of the executive committee.

Section 4. The chair shall preside at all meetings of the Commission and the executive committee. The vice-chair shall act as chair in the absence of the chair.

Section 5. The secretary shall be responsible for keeping a record of all of the proceedings of the Commission and executive committee.

Section 6. The treasurer shall be responsible for custody of all funds, for the keeping of all financial records of the Commission and for such other matters as shall be delegated by the Commission. The Commission may require that the treasurer post a fidelity bond or other insurance against loss of Commission funds in an amount approved by the Commission, at the expense of the Commission. Said fidelity bond or other insurance may cover all persons authorized to handle funds of the Commission.

Section 7. The Commission may appoint such other offices as it deems necessary. All such officers shall be appointed from the membership of the Commission.

X. FINANCIAL MATTERS

Section 1. The fiscal year of the Commission shall be the calendar year.

Section 2. Commission funds may be expended by the Commission in accordance with the procedures established by law for the expenditure of funds by Minnesota Statutory Cities. Orders, checks and drafts must be signed by any two of the officers. Other legal instruments shall be executed with authority of the Commission, by the chair and treasurer. Contracts shall be let and purchases made in accordance with the procedures established by law for Minnesota Statutory Cities.

Section 3. The financial contributions of the Members in support of the Commission shall be in direct proportion to the percent of annual revenues of each Member to the total revenues of the System for the prior year multiplied by the Commission's annual budget. The annual budget shall establish the contribution of each Member for the ensuing year and a timetable for the payment of said contribution. The remainder of any franchise fee paid to the Member by Grantee shall be used for cable-related expenses.

Section 4. A proposed budget for the ensuing calendar year shall be formulated by the Commission and submitted to the Members on or before August 1. Such budget shall be deemed approved by a Member unless, prior to October 15, preceding the effective date of the proposed budget, the Member gives notice in writing to the Commission that it is withdrawing from the Commission. Final action adopting a budget for the ensuing calendar year shall be taken by the Commission on or before November 1 of each year.

Section 5. Any Member may inspect and copy the Commission books and records at any and all reasonable times. All books and records shall be kept in accordance with normal and accepted accounting procedures and principles used by Minnesota Statutory Cities.

XI. DURATION

Section 1. The Commission shall continue for an indefinite term unless the number of Members shall become less than five.

The Commission may also be terminated by mutual agreement of all of the Members at any time.

Section 2. In order to prevent obligation for its financial contribution to the Commission for the ensuing year, a Member shall withdraw from the Commission by filing a written notice with the secretary by October 15 of any year giving notice of withdrawal effective at the end of that calendar year; and membership shall continue until the effective date of the withdrawal. Prior to the effective date of withdrawal a notice of withdrawal may be rescinded at any time by a Member. If a Member withdraws before dissolution of the Commission, the Member shall have no claim against the assets of the Commission. A Member withdrawing after October 15 shall be obligated to pay its entire contribution for the ensuing year as outlined in the budget of the Commission for the ensuing year.

Section 3. Should any Member withdraw from the Commission as of the date of any renewal of the Cable Television Franchise Ordinance, or in any year thereafter, the withdrawing member shall assume the responsibilities for community programming within and for the geographic boundaries of the withdrawing municipality as described in Article VIII, Section 13 herein. For the years following withdrawal pursuant to this section and so long as the "Resolution Transferring Community Television Programming Responsibilities" is effective, the withdrawing municipality shall receive from the Commission at the time of receipt by the Commission of the quarterly programming monies

from the cable company an amount of money equal to the withdrawing municipality's pro rata share of the quarterly programming monies. Pro rata shall mean that percentage which the municipality would have had of the total votes of the Commission, had all ten municipalities remained members of the Commission. Additionally, the withdrawing municipality shall receive a pro rata share of any portion of the \$650,000 payment made to the Commission which the Commission has not specifically designated for the repair or replacement of equipment or facilities.

Section 4. In the event of dissolution, the Commission shall determine the measures necessary to affect the dissolution and shall provide for the taking of such measures as promptly as circumstances permit, subject to the provisions of this Agreement. Upon dissolution of the Commission all remaining assets of the Commission, after payment of obligations, shall be distributed among the then existing Members in proportion to the most recent Member-by-Member breakdown of the franchise fee as reported by the Grantee. The Commission shall continue to exist after dissolution for such period, no longer than six months, as is necessary to wind up its affairs but for no other purpose. After dissolution, all initial Members of the Commission shall receive their pro rata share of any quarterly annual and lump sum payments made by the cable company pursuant to "A Resolution Transferring Community Television Programming Responsibilities."

IN WITNESS WHEREOF, the undersigned municipality has caused this Agreement to be signed on its behalf this 12TH day of JUNE, 1990.

WITNESSED BY:

_____ of _____

City of Little Canada by: Michael J. Faher
Its Mayor

CITY OF LITTLE CANADA by: Joe R. Lauer
Its CITY ADMINISTRATOR

Filed in the office of the NSCC this 12TH day of JUNE, 1990.

PREPARED BY:

Thomas D. Creighton, for
BERNICK AND LIFSON, P.A.
Parkdale 1, Suite 200
5401 Gamble Drive
Minneapolis, Minnesota 55416
Telephone: (612) 546-1200
Facsimile: (612) 546-1003