

First Amendment to Joint Powers Agreement Among the City of Saint Paul, Hennepin County, Ramsey County and City of Minneapolis (“The Collaborative”)

The Agreement between the City of Saint Paul, Hennepin County, Ramsey County and City of Minneapolis is hereby amended as follows:

In this Amendment, deleted terms will be ~~struck out~~ and added terms will be underlined and bolded, except where described otherwise.

Revision 1: In Section II, the definitions for “Fiscal Agent” and “Lead Agency” are amended as follows (all other definitions remain the same):

Fiscal Agent, currently Ramsey County, is the Collaborative Member responsible for various financial duties for the benefit of the Collaborative. ~~These duties include but are not limited to:~~

- Invoicing Collaborative Members and Subscribers for fees to run the CERT program,
- Invoicing service providers, such as vendors to run the certification database, business technical assistance for certified businesses,
- Paying contractors for services performed for the benefits of the Collaborative,
- Negotiating and signing contracts on behalf of the Collaborative.

Lead agency, currently the City of Saint Paul, is the Collaborative Member designated to implement and manage the activities in the Collaborative Work Plan and day-to-day operations, ~~and to serve as its Fiscal Agent.~~ **The Lead Agency, with the approval of the Collaborative Members, may choose to contract out these services to a third-party administrator. If a third-party administrator is used, then “Lead Agency” shall also be defined to mean said third-party administrator.**

Revision 2: Section III.B.2. is amended as follows:

2. If the Lead Agency, in consultation with the Executive Board, approves an Additional Member, the proposed Additional Member shall be responsible for any extraordinary costs, as detailed in the Work Plan, incurred to incorporate the Additional Member into the Database and the Collaborative Program written materials. The Executive Board will be notified of the Additional Members and Subscribers and any and all fees that are collected by the ~~Lead Agency~~ **Fiscal Agent**. The fees and costs will be applied to the Work Plan budget.

Revision 3: Section III.B.4 is amended as follows:

4. Founding Members have the right to be designated as the Lead Agency **or the Fiscal Agent.**

Revision 4: Section V.A.8. is amended as follows:

8. Making timely payment to the ~~Lead Agency~~ **Fiscal Agent** of the Member's share of costs to finance the activities in the Work Plan as identified in the annual budget;

Revision 5: Section V.B.2 is amended as follows:

2. The Lead Agency serves as the fiscal agent for the Collaborative which shall include proposing the approved budget for Lead Agency services, issuing invoices, collecting fees for services, and making authorized payments on behalf of the Collaborative.

Revision 6: Section V. is amended to add the following:

C. Fiscal Agent Responsibilities

The duties of the Fiscal Agent include but are not limited to:

1. Invoicing Collaborative Members and Subscribers for fees to run the CERT program,
2. Invoicing service providers, such as vendors to run the certification database, business technical assistance for certified businesses,
3. Paying contractors for services performed for the benefits of the Collaborative,
4. Negotiating and signing contracts on behalf of the Collaborative.

Revision 7: Section VI.C.1. is amended as follows:

1. The ~~Lead Agency~~ **Fiscal Agent** shall invoice each Collaborative Member quarterly for its share of the Work Plan budget.

Revision 8: Section VI.C.2. is amended as follows:

2. Each Collaborative Member shall make payment to the ~~Lead Agency~~ **Fiscal Agent** as soon as reasonably possible after receipt of the invoice, but no later than 35 calendar days from such receipt.

Revision 9: Section VII.D is amended as follows:

- D. Each agreement between an independent contractor and the Lead Agency or **Fiscal Agent** shall contain a provision that states that the contractor shall maintain and store Collaborative records and files in accordance with Minn. Stat §138.17, Minn. Stat. §15.17, and Minnesota Statutes Chapter 13.

Revision 10: Section VII.E is amended as follows:

- E. Each agreement between an independent contractor and the Lead Agency or **Fiscal Agent** shall contain a provision that states that all information gathered by the contractor in the course of providing services is the property of the Collaborative Members and not the contractor, and that the information may not be sold, reproduced, or otherwise disseminated or transmitted in whole or in part without the prior written authorization of the affected Collaborative Members.

Except as modified herein, the terms of the Agreement shall remain in full force and effect.

Ramsey County

Trista Martinson, Chair
Ramsey County Board of Commissioners

Mee Cheng, Chief Clerk
Ramsey County Board of Commissioners

Date: _____