

AMENDMENT NO. 2 TO AGREEMENT

This Amendment No. 2 to the Joint Powers Agreement (JPA) by and between the County of Scott, the County of Carver, the City of Burnsville, and the City of Shakopee, approved on October 21, 2014 effective October 21, 2014, is made and entered into by and between the County of Scott, the County of Carver, the City of Burnsville, and the City of Shakopee, hereinafter referred to as the "Current Parties," and the Cities of Apple Valley, Carver and Eagan hereinafter referred to as the "additional cities," collectively the "Parties."

WITNESSETH THAT:

WHEREAS, the Current Parties have entered into a Joint Powers Agreement, effective October 21, 2014, for the purposes of cooperatively and jointly providing an organized effort to provide vehicles and equipment that meet the highest possible safety standards in the most cost-effective, efficient, reliable, and environmentally friendly manner through the partnering of existing resources through the joint use of a fleet management software system; and

WHEREAS, the Current Parties amended the Agreement on November 15, 2016, to add the City of Shakopee, editing clauses 3, 6a, 8 and 9; and

WHEREAS, the additional cities of Apple Valley, Carver and Eagan seek to be parties to this agreement; and

WHEREAS, the Current Parties find it to be to their mutual benefit to revise the terms of the aforementioned Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree that the aforementioned Agreement is amended pursuant to Clause 3 CHANGES, and Clause 5, NEW MEMBERS, of the Agreement as follows:

1. The additional cities are hereby added as members in accordance with Section 5, New Members, and are Parties to this JPA with all of the rights and responsibilities arising therefrom.
2. In the 6th Whereas clause, the reference to "both entities" is hereby changed to "all Parties".
3. Clause 1, COMMITTEE MEMBERS, SHALL BE AMENDED AS FOLLOWS (deletions struck through, additions underlined):

The committee shall be ~~combined~~ comprised of a voting representative from ~~County, a representative from each of the current participating Parties, cities, and a representative from each entity joining the collaboration effort.~~ A list of committee members is attached and incorporated herein as Exhibit B to this Agreement. The Committee has the authority to change the list of committee members as needed.

4. Clause 2, TERM, SHALL BE AMENDED AS FOLLOWS (deletions struck through, additions underlined):

This agreement shall be effective upon the approval of all Parties through their governing bodies and full execution of this agreement by all Parties. It shall remain in effect unless and until it is terminated pursuant to Section ~~11~~ 13, Termination, of this Agreement.

5. Clause 3, CHANGES, SHALL BE AMENDED AS FOLLOWS (deletions struck through, additions underlined):

This Agreement may be amended only by unanimous agreement of the ~~P~~parties as evidenced by resolutions adopted by their respective governing bodies unless the fiscal impact is less than twenty thousand dollars and no cents (\$20,000) in which case changes can be approved and

signed for by each Parties' ~~System Administrator~~ Committee Member or his/her designee. This agreement will be reviewed every three (3) years at a minimum, with costs reviewed annually.

6. Clause 4, ORGANIZATIONAL STRUCTURE, subpart c) SHALL BE AMENDED AS FOLLOWS (deletions struck through, additions underlined):

- c) The Parties shall pay Scott County ~~based on the appropriate percentage of participants, including prorated maintenance and licensing costs.~~ on an annual basis for a maintenance fee and on a quarterly basis for a hosting fee (these are two separate fees).

7. Clause 5, NEW MEMBERS, SHALL BE AMENDED AS FOLLOWS (deletions struck through, additions underlined):

Any new party contemplated under Minn. Stat. §471.59, Subd. 1 may be added as a member to this Fleet Management Software Collaboration JPA by receiving the approval of the ~~original parties~~ committee to of this Joint Powers Agreement. All new Parties and members agree to abide by the terms and conditions of the Joint Powers Agreement. ~~The existing members contributions may be modified proportionally to reflect the additional recurring contributions from the new member.~~

8. Clause 6, FEES AND PAYMENTS, SHALL BE AMENDED AS FOLLOWS (deletions struck through, additions underlined):

- a) Each Party shall pay the fees set forth in the attached Exhibit A-~~12~~. These fees will be determined based on the number of units each party has in use. ~~parties to this Agreement.~~
- b) Each party's maintenance and hosting fees will be determined by the number of units the party has in use, multiplied by the then current unit rates for each fee where the unit rates are determined by the costs billed to Scott County by the vendor, divided by the total number of units. The committee will review and recommend changes to the maintenance and hosting fee formulas as needed.
- c) ~~The~~ Scott County will bill all Parties ~~equally~~ each January for annual costs. All Parties ~~New members~~ will be billed for ongoing costs per the attached Exhibit A-2.
- d) Scott County will act as the fiscal agent for the Parties to this Agreement, submitting payments to the provider of the fleet management software system on the behalf of the Parties for administration of the system program and services.
- d) Any Party that has specific site costs, such as but not limited to, software integration, will be billed back at 100%.
- e) Scott County agrees to follow standard accounting practices and procedures in all transactions.
- f) Unless provided otherwise herein, the Parties agree to pay all amounts due under this Agreement within thirty (30) days upon receipt of an invoice from Scott County.

9. Clause 9, SHALL BE AMENDED AS FOLLOWS (deletions struck through, additions underlined):

SYSTEM ADMINISTRATOR

Each Party is responsible for providing a staff member that is committed to this effort as needed or assigned.

Scott County
Jason Allen
600 Country Trail East
Jordan, MN 55352
952-496-8042
jallen@co.scott.mn.us

City of Burnsville
Marie Maczko
13713 Frontier Ct.

Burnsville, MN 55337
952-895-4557
Marie.Maczko@burnsvillemn.gov

Carver County
Michael Legg
11360 Highway 212
Cologne, MN 55322
952-466-5241
mlegg@co.carver.mn.us

City of Shakopee
Christine Lusian
400 Gorman Street
Shakopee, MN 55379
952-233-9559
clusian@shakopeeMN.gov

10. Clause 13 TERMINATION, SHALL BE AMENDED AS FOLLOWS (deletions struck through, additions underlined):

~~This Agreement may be cancelled~~ Any member/party to this Agreement may terminate its rights and obligations going forward with or without cause ~~by any Party~~ upon twelve (12) months written notice.

Upon any termination(s), the Parties agree to work together to return the terminating party's operations to the terminating ~~remaining partners~~ party's individually run programs in the most effective and efficient manner.

Any property brought into the partnership or acquired later solely in one of the Parties' names shall remain the property of that ~~partner~~ party. Any funds or property obtained by the party or parties during the term of this Agreement that is not clearly identifiable as property of one of the parties shall be valued and divided in proportion to the annual percentage in effect at the time of the termination.

11. OTHER CONTRACT PROVISIONS

All other terms and conditions of the Agreement not specifically amended here shall continue with full force and effect.

IN WITNESS WHEREOF, the Parties have caused this agreement to be duly executed intending to be bound thereby.

SCOTT COUNTY

by _____
Barb Weckman Brekke
Scott County Board of Commissioners

Date _____

Attest _____
Lezlie A. Vermillion
Scott County Administrator

Date _____

Approved as to form:

Jeanne Andersen
Assistant Scott County Attorney

Date _____

IN WITNESS WHEREOF, the Parties have caused this agreement to be duly executed intending to be bound thereby.

CITY OF BURNSVILLE

by_____

Date_____

Attest_____

Date_____

Approved as to form:

Date_____

IN WITNESS WHEREOF, the Parties have caused this agreement to be duly executed intending to be bound thereby.

CARVER COUNTY

by_____

Date_____

Attest_____

Date_____

Approved as to form:

Date_____

IN WITNESS WHEREOF, the Parties have caused this agreement to be duly executed intending to be bound thereby.

CITY OF SHAKOPEE

by_____

Date_____

Attest_____

Date_____

Approved as to form:

Date_____

IN WITNESS WHEREOF, the Parties have caused this agreement to be duly executed intending to be bound thereby.

CITY OF APPLE VALLEY

by_____

Date_____

Attest_____

Date_____

Approved as to form:

Date_____

IN WITNESS WHEREOF, the Parties have caused this agreement to be duly executed intending to be bound thereby.

CITY OF CARVER

by_____

Date_____

Attest_____

Date_____

Approved as to form:

Date_____

IN WITNESS WHEREOF, the Parties have caused this agreement to be duly executed intending to be bound thereby.

CITY OF EAGAN

by _____
Mike Maguire, Mayor

Date _____

Attest _____
Christina M. Scipioni, City Clerk

Date _____

Approved as to form:

Date _____

Exhibit A-2
Explanation of Payment

General Billing			
	Approved per unit Hosting Fee	Approved per unit Maintenance Fee	New Software Licenses
Billing Timing	Quarterly	Annually (included on first invoice for a New Party)	One Time Cost (included on next quarterly invoice)
*Current per Unit Rate	Current unit rates are based on the total number of units available divided by total cost	Current unit rates are based on the total number of units available divided by total cost	based on invoice from software provider billed back to party by Scott County

Site Specific Costs (integration, interfaces, hardware)	
Rates/Billing	Billed directly to requesting party from software provider

Costs to add a New Module		
	Committee Approved	Party/Parties Specific
Maintenance Fee	to be included in general billing calculation above	based on invoice from software provider billed back proportionally to party/parties by Scott County
Hosting Fee	to be included in general billing calculation above	based on invoice from software provider billed back proportionally to party/parties by Scott County
License Fee	to be included in general billing calculation above	based on invoice from software provider billed back proportionally to party/parties by Scott County

Exhibit B

Committee Members

Scott County

Transit & Fleet Manager, or their designee

Carver County

Operations Manager, or their designee

City of Burnsville

Fleet Operations Superintendent, or their designee

City of Shakopee

Shop Supervisor, or their designee

City of Apple Valley

Fleet and Building Supervisor, or their designee

City of Carver

Public Services Director, or their designee

City of Eagan

Chief Mechanic/ Shop Supervisor, or their designee