

AMENDMENT NO. 1 TO CFMS CONTRACT NO. B02346

Contract Start Date:	<u>7/1/2007</u>	Total Contract Amount:	<u>\$480,000.00</u>
Original Contract Expiration Date:	<u>6/30/2009</u>	Original Contract:	<u>\$240,000.00</u>
Current Contract Expiration Date:	<u>6/30/2009</u>	Previous Amendment(s) Total:	<u>\$0.00</u>
Requested Contract Expiration Date:	<u>6/30/2011</u>	This Amendment:	<u>\$240,000.00</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Public Safety, Division of Homeland Security and Emergency Management ("State") and City of St. Paul, Department of Fire and Safety Services, 100 East 11th Street, St. Paul, MN 55101 ("Contractor").

**Recitals**

1. The State has a contract with the Contractor identified as CFMS Contract Number B02346 ("Original Contract") to provide professional/technical services from regionally located Hazardous Materials Emergency Response Teams and Chemical Assessment Teams to assist local authorities in protecting the public's safety from effects of a hazardous materials release.
2. The State wishes to exercise its option to extend its current contracts with the City of St. Paul Emergency Response/Chemical Assessment Team for an additional two-year period. This amendment also updates the requirement of the Contractor to comply with the Governor's Executive Order 08-01 which went into effect on January 29, 2008
3. The State and the Contractor are willing to amend the Original Contract as stated below.

**Contract Amendment**

*In this Amendment, deleted contract terms will be struck out and the added contract terms will be underlined.*

**REVISION 1.** Clause 1. "**Term of Contract**" is amended as follows:

- 1.2 **Expiration date:** ~~June 30, 2009~~, June 30, 2011, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**REVISION 2.** Clause 4. "**Consideration and Payment**" is amended as follows:

4.1 **Consideration.** The State will pay for all services performed by the Contractor under this contract as follows:

(A) **Compensation.** The Contractor will be paid by the State for the following costs in each year of the contract associated to:

- (1) Capital equipment – cost of capital equipment including vehicles not to exceed \$15,000.00.
- (2) Training – Annual cost of training team personnel not to exceed \$64,000.00.
- (3) Medical Examinations – Cost of annual medical examinations for team personnel not to exceed \$4,000.00.
- (4) Consumable Supplies – Initial cost of consumable supplies not to exceed \$5,000.00.
- (5) Administration – Program administration costs not to exceed \$30,000.00.
- (6) Maintenance – Equipment maintenance costs not to exceed \$2,000.00.

(B) Contractor may deviate from proposed budget stated in Clause 4, Section 4.1, Item (A) of this contract increasing and decreasing amounts between approved categories listed as needed and justified with the exception of category (5). Category (5) pertains to administration costs and may not be increased more than 20% without prior written approval from the State's Authorized Representative of this contract. The total amount for Clause 4, Section 4.1, Item (A) may not exceed \$120,000.00 per each state fiscal year (July through June) of this contract, and may not exceed a total of ~~\$240,000.00~~\$480,000.00 for ~~both~~ all state fiscal years of the contract. Funds not expended by the Contractor during the first, second and third state fiscal years of this contract will be cancelled.

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(C) **Emergency Response Compensation.** Contractor will be reimbursed by the State for the reasonable and necessary costs associated with an actual response as follows:

(1) Team Personnel Costs:

Year One

\$75.00 per hour, including wages and fringe benefits, per person, two (2) hour minimum.

Year Two

\$80.00 per hour, including wages and fringe benefits, per person, two (2) hour minimum.

Year Three

\$85.00 per hour, including wages and fringe benefits, per person, two (2) hour minimum.

Year Four

\$90.00 per hour, including wages and fringe benefits, per person, two (2) hour minimum.

(2) Additional Wage Costs for Local Callback Personnel:

Year One

\$38.00 per hour, including wages and fringe benefits, per person, two (2) hour minimum.

Year Two

\$40.00 per hour, including wages and fringe benefits, per person, two (2) hour minimum.

Year Three

\$45.00 per hour, including wages and fringe benefits, per person, two (2) hour minimum.

Year Four

\$50.00 per hour, including wages and fringe benefits, per person, two (2) hour minimum.

(3) Vehicle Operating Costs:

Year One

\$100.00 per hour for Chemical Assessment Team vehicle, Emergency Response vehicle, Rescue Squad, Fire Engine, Ladder Truck and \$50.00 per hour for additional vehicles.

Year Two

\$105.00 per hour for Chemical Assessment Team vehicle, Emergency Response vehicle, Rescue Squad, Fire Engine, Ladder Truck and \$53.00 per hour for additional vehicles.

Year Three

\$110.00 per hour for Chemical Assessment Team vehicle, Emergency Response vehicle, Rescue Squad, Fire Engine, Ladder Truck and \$56.00 per hour for additional vehicles.

Year Four

\$115.00 per hour for Chemical Assessment Team vehicle, Emergency Response vehicle, Rescue Squad, Fire Engine, Ladder Truck and \$59.00 per hour for additional vehicles.

(4) Cost of Consumable Supplies Used:

Contractor will submit an itemized invoice for actual costs incurred.

(5) Costs of Repair or Replacement of Damaged or Destroyed Equipment:

Contractor will submit an itemized invoice for actual costs incurred. If costs exceed \$500.00, the State may request competitive bids or quotes prior to the repair or replacement of equipment. Contractors, who are municipalities, must comply with municipal bidding laws.

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(6) Communications Costs:

Contractors will submit an itemized invoice for actual costs incurred. Eligible costs are defined as cellular and land line telephone costs for voice, data, or facsimile transmissions.

(7) Administrative Costs Directly Resulting from the Emergency Response:

Up to \$400.00 per response, including wages and fringe benefits. Contractor may request additional administrative cost compensation, based on an itemized invoice for actual costs incurred, when extraordinary circumstances resulting from a specific State authorized emergency response are documented.

(8) Costs incurred in the use of Special Equipment as provided in Minnesota Rules, Chapter 7514.1200.

(9) Costs associated with providing Support to Cleanup Operations when requested in accordance with Minnesota Rules, Chapter 7514.0900, Subpart 5.

(10) Costs associated with providing Standby Technical Assistance when requested in accordance with Minnesota Rules, Chapter 7514.1600, Subpart 4.

(11) Other Direct Costs incurred by the Contractor as a result of the Emergency Response.

(D) Costs incurred under Clause 4, Section 4.1, Item (C) of this contract for any single response by Contractor may not exceed \$5,000.00, unless authorized by the State.

All necessary and reasonable costs associated with a State authorized emergency response to a hazardous materials incident, incurred the Contractor and authorized by the State, will be billed by the State to the responsible person, and managed by the State through a separate revolving account for such incidents. Contractor agrees that the State subrogates to the rights of the Contractor against the responsible person as defined in Minnesota Statutes 299A.52.

(E) The total obligation of the State for all compensation to Contractor incurred under Clause 4, Section 4.1, Item (A), of this contract will not exceed ~~\$240,000.00~~\$480,000.00.

**4.2. Payment**

(A) **Invoices.** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and in a form prescribed by the State, and according to the following schedule:

(1) **Contractor Compensation:** Contractor will submit a completed Contractor's Compensation Reimbursement Packet at least annually but not more frequently than monthly for reimbursement of costs identified in Clause 4, Section 4.1, Items (A) and (B) of this contract. Final invoice for reimbursement of costs pertaining to state fiscal year July 1, 2007 through June 30, 2008 must be received by the State no later than July 31, 2008. The final invoice for reimbursement of costs pertaining to state fiscal year July 1, 2008 through June 30, 2009 must be received by the State no later than July 31, 2009. The final invoice for reimbursement of costs pertaining to state fiscal year July 1, 2009 through June 30, 2010 must be received by the State no later than July 30, 2010. The final invoice for reimbursement of costs pertaining to state fiscal year July 1, 2010 through June 30, 2011 must be received by the State no later than July 29, 2011. The State will process completed Reimbursement Packets for compensation within thirty (30) days of receipt. The total amount of reimbursement pertaining to Clause 4, Section 4.1, Items (A) and (B) of this contract will not exceed the limits of this contract.

(2) **Emergency Response Compensation:** Contractor is responsible for submitting a claim for reimbursement for the reasonable and necessary costs associated with a State authorized emergency response to a hazardous materials incident within 45 days of the termination of the response. The claim for reimbursement must be made on State provided forms and must detail the reasonable and necessary costs of the response as provided in Clause 4, Section 4.1, Items (C). The State will process completed forms for

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reimbursement within thirty (30) days of receipt. The total amount of reimbursement pertaining to Clause 4, Section 4.1, Item (C) of this contract will not exceed limits of this contract.

(3) **Retainage.** Under Minnesota Statutes Section 16C.08, subdivision 5(b), no more than 90% of the amount due under this contract may be paid until the final product of this contract has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this contract.

**REVISION 3.** Clause 6 "**Authorized Representative**" is amended as follows:

The Contractor's Authorized Representative is ~~Robert Morrison, Fire Chief~~ **Jim Smith, Assistant Fire Chief**, City of St. Paul, Department of Fire and Safety Services, 100 East 11th Street, St. Paul, MN 55101, (651)228-6212, or his/her successor. If the Contractor's Authorized Representative changes at any time during this contract, the Contractor must immediately notify the State.

**REVISION 4.** The following clause is added to the contract:

21 Employee Status

By order of the Governor's Executive Order 08-01, if this contract, including any extension options, is or could be in excess of \$50,000, Contractor certifies that it and its subcontractors:

1. Comply with the Immigration Reform and Control Act of 1986 (U.S.C. 1101 et. seq.) in relation to all employees performing work in the United States and do not knowingly employ persons in violation of the United States' immigrations laws; and
2. By the date of the performance of services under this contract, Contractor and all its subcontractors have implemented or are in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

Contractor shall obtain certifications of compliance with this section from all subcontractors who will participate in the performance of this contract. Subcontractor certifications shall be maintained by Contractor and made available to the state upon request. If Contractor or its subcontractors are not in compliance with 1 or 2 above or have not begun or implemented the *E-Verify* program for all newly hired employees performing work under the contract, the state reserves the right to determine what action it may take including but not limited to, cancelling the contract and/or suspending or debarring the contractor from state purchasing.

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The Original Contract is incorporated into this amendment by reference.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05.

Signed: Jane Johnson

Date: 7-21-09

CFMS Contract No. B02346, Written Amendment #1

2. CONTRACTOR

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Felix M. Ruth

Title: Fire Chief

Date: 1 Sep 09

By: John MR

Title: City Attorney

Date: 9-3-09

By: Ar Mulhalla

Title: Mayor

Date: 9/23/09

By: Rudus J. J. [Signature]

Title: Human Rights EEO

Date: 9-14-09

By: T. J. [Signature]

Title: Director of Financial Services

Date: 9.14.09

3. STATE AGENCY

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

4. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution:  
Agency  
Contractor  
State's Authorized Representative - Photo Copy