

# Joint Powers (Income) Agreement

## Amendment 1

SWIFT Contract Number: 85891

Contract Start Date:	<u>07/01/2014</u>	Total Contract Amount:	<u>\$145,000.00</u>
Original Contract Expiration Date:	<u>06/30/2015</u>	Original Contract:	<u>\$ 30,000.00</u>
Current Contract Expiration Date:	<u>06/30/2015</u>	Previous Amendment(s) Total:	<u>\$ 0.00</u>
Requested Contract Expiration Date:	<u>06/30/2016</u>	This Amendment:	<u>\$105,000.00</u>

This Amendment is by and between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Minnesota State Patrol [MSP] ("State") and the City of Saint Paul, acting on behalf of its Fire Department, 645 Randolph Avenue, Saint Paul, MN 55102 ("Governmental Unit").

### Recitals

1. The State has an Agreement with the Governmental Unit, identified as SWIFT contract number 85891 ("Original Agreement"), for the State to provide a helicopter and pilot(s) for the purpose of training and utilizing the Governmental Unit's personnel for airborne search and rescue operations and wildlife firefighting and structural firefighting.
2. The parties mutually agree to extend the expiration date in order to allow and provide for additional rescue and firefighting training and missions.
3. The State and the Governmental Unit are willing to amend the Original Agreement as stated below.

### Agreement Amendment

In this Amendment, changes to pre-existing Agreement language will use ~~strike-through~~ for deletions and underlining for insertions.

**REVISION 1.** Clause 1, **Term of Agreement**, is amended as follows:

- 1.1 **Effective Date.** July 1, 2014, or when the money from the Fire Safety Account becomes available, or the date the State obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration Date.** ~~June 30, 2015~~ June 30, 2016, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The Agreement has the ability to be extended for up to a maximum of 5 years through June 30, 2019, with the option to extend 1 year at a time in one-year intervals, as agreed upon by both parties.

**REVISION 2.** Clause 2, **Agreement Between the Parties**, is amended as follows:

The purpose of this agreement is to provide the fiscal avenue for billing the City of St. Paul Fire Department for funds it receives from the Fire Safety Account for the MARTeam. Within the funds received, ~~\$30,000.00~~ **an amount not to exceed One Hundred Forty Five Thousand and 00/100 Dollars (\$145,000.00)**, or the total funds allocated in the MARTeam's Fire Safety Account, is dedicated to the expense incurred by the MN State Patrol for helicopter operations during training. The City of St. Paul is the fiscal agent for the funds received.

The joint airborne unit will provide:

- a) The citizens of Minnesota a trained rescue unit capable of performing aerial rescues as training provides.
- b) The citizens of Minnesota a trained aerial firefighting unit for the purpose of firefighting as training allows.

**REVISION 3.** Clause 3, **Payment**, is amended as follows:

Upon completing ~~training exercises~~ MART operations, the Minnesota State Patrol will invoice the City of St. Paul for the expense incurred for the helicopter operation. The City of St. Paul will be billed at a rate of Five Hundred Sixty and 83/100 Dollars (\$560.83)~~\$560.83~~ per flight hour or fraction thereof.

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

**11. Affirmative Action Requirements for Agreements in Excess of \$100,000 and if the Governmental Unit has More Than 40 Full-Time Employees in Minnesota or its Principal Place of Business**

The State intends to carry out its responsibility for requiring affirmative action by its contractors.

- 11.1 **Covered Agreements and Contractors.** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the

state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

**11.2 Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

**11.3 Minn. R. 5000.3400-5000.3600.**

(a) *General.* Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.

(b) *Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers.

(1) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(5) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

(c) *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State.

(d) *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

**REVISION 5.** The following clause is added to the Original Agreement:

**12. E-Verify Certification (In accordance with Minnesota Statutes § 16C.075)**

For services valued in excess of \$50,000, Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. All subcontractor certifications must be kept on file with Governmental Unit and made available to the State upon request. Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the *E-Verify Subcontractor Certification Form* available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>.

The Original Agreement and any previous amendments are incorporated into this amendment by reference; and except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

**2 CITY OF SAINT PAUL; FIRE DEPARTMENT**

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

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

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

**1 DEPARTMENT OF PUBLIC SAFETY; MSP**  
Individual certifies the applicable provisions of  
Minnesota Statutes §16C.08, subdivisions 2 and 3,  
are reaffirmed.

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

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

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

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

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

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

**3 COMMISSIONER OF ADMINISTRATION**  
As delegated to Materials Management Division

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

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

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

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

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

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

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

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