

Joint Powers (Income) Agreement

Amendment 3

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>06/30/2018</u>	Previous Amendment(s) Total:	<u>\$115,000.00</u>
Requested Contract Expiration Date:	<u>Not Applicable</u>	This Amendment:	<u>\$ 0.00</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 State and Governmental Unit wish to clarify details about the Governmental Unit's use of the helicopter, the Governmental Unit's use of the State's human resources, and what will be invoiced by the State.
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 3, **Payment**, is amended as follows:

Upon completing MART operations, the Minnesota State Patrol will invoice the City of St. Paul for the following expenses:

- ~~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)** per flight hour or fraction thereof incurred by State Patrol for the helicopter operation;
- The City of St. Paul will be billed, subject to prior review and approval of the St. Paul Fire MART Coordinator, at a rate of **Sixty Five and 04/100 Dollars (\$65.04)** per hour or fraction thereof incurred by State Patrol for any pilot time; and
- The City of St. Paul will be billed, subject to prior review and approval by the St. Paul Fire MART Coordinator and upon completion of training exercises, the expense(s) directly corresponding to the material supplies used to successfully complete the training exercises. Material supplies will include, but not limited to, replacing ropes and carabineers for personnel harnesses.

The total obligation of the Governmental Unit under this agreement will not exceed ~~\$30,000.00~~ **One Hundred Forty Five Thousand and 00/100 Dollars (\$145,000.00).**

REVISION 2. Clause 4, **Authorized Representatives**, is amended as follows:

The State's Authorized Representative is ~~Lt. Matt Nelson, Chief Pilot~~ Lt. Craig Benz, 515 Eaton St., St. Paul, MN 55107, telephone number 651-539-1301, or his/her successor.

The Governmental Unit's Authorized Representative is John Swanson, 645 Randolph Avenue, Saint Paul, MN 55102, telephone number 651-228-6256, or his/her successor.

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: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

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: _____

3 COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____

Date: _____