

Amendment #1 to SWIFT Contract No. 41312

Contract Start Date:	<u>February 20, 2012</u>	Total Contract Amount:	<u>\$ 134,400.00</u>
Original Contract Expiration Date:	<u>June 30, 2012</u>	Original Contract:	<u>\$ 134,400.00</u>
Current Contract Expiration Date:	<u>June 30, 2012</u>	Previous Amendment(s) Total:	<u>\$ 0.00</u>
Requested Contract Expiration Date:	<u>June 30, 2013</u>	This Amendment:	<u>\$ 0.00</u>

This amendment is by and between the State of Minnesota, through its Commissioner of the Department of Public Safety, Bureau of Criminal Apprehension ("State") and City of St. Paul, City Attorney's Office, 400 City Hall and Courthouse, 15 Kellogg Blvd W, St. Paul, MN 55102 ("Contractor").

**Recitals**

1. The State has a contract with the Contractor identified as SWIFT Contract # 41312 ("Original Contract") to provide an adapter that will meet BCA's specifications to establish communication between the City Attorney Office and the MN BCA eCharging application.
2. The contract was not executed until April 30, 2012 whereas work could not begin in the planned timeframe, therefore time will need to be extended to complete this work.
3. The State and the Contractor are willing to amend the Original Contract as stated below.

**Contract Amendment**

*In this Amendment deleted contract terms are struck out and added contract terms are underlined.*

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

- 1.2 **Expiration date:** ~~June 30, 2012~~, June 30, 2013, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**REVISION 2.** Clause 3.1, Sections (B) "**Test and certify**" and (C) "**Implement and support**" are amended as follows:

**B. Test and certify** the adapter according to the eCharging testing protocol and schedule as specified by the MN BCA by ~~April 30, 2012~~ July 1, 2012. (See Section 3.2 of this agreement for additional information).

Certification of the ability to initiate eCharging complaints will be considered complete when:

- 1) Successfully complete all paperwork and tasks required to connect to the BCA Test ESB for each installation
- 2) The adapter has demonstrated connectivity to the BCA Test ESB
- 3) Submits eCharging complaints to the BCA Test environment without communications or business rule errors in Test to the satisfaction of the MN BCA. At the discretion of the BCA, errors caused by human data entry or infrastructure issues can be discounted.
- 4) 30 complaints and 10 updated complaints have been successfully submitted to the test environment for eCharging.
- 5) Successfully pull the court file number down from MNCIS into the CMS.

**C. Implement and support** the adapter in eCharging production mode at the St Paul City Attorney's Office by ~~June 30, 2012~~ September 1, 2012. (See Section 3.2 of this agreement for additional information). Certification of the ability to initiate eCharging complaints will be considered complete when:

- 1) Successfully completes all paperwork and tasks required to connect to the BCA Production ESB for each installation
- 2) The adapter has demonstrated connectivity to the BCA Production ESB
- 3) Submits eCharging complaints to the BCA Production environment without communications or business rule errors in Test to the satisfaction of BCA. At the discretion of the BCA, errors caused by human data entry or infrastructure issues can be discounted.
- 4) New and updated complaints have been successfully submitted to the production environment for eCharging.

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**REVISION 3.** Clause 4.1 "Payment & Consideration" is amended as follows:

4.1 Governmental Unit will be paid not more than \$134,400.00 for the necessary and actual costs of developing and testing an adapter under this agreement, based on the **Approved Project Budget** stated below:

**Approved Project Budget:**

Deliverable	Estimated Payment Date	Payment
Test Complaint submission	<del>April 30, 2012</del> July 1, 2012	\$67,200
Test Request response	<del>April 30, 2012</del> July 1, 2012	\$26,900
Notification	<del>May 30, 2012</del> August 1, 2012	\$26,900
Cleanup	<del>June 30, 2012</del> September 1, 2012	\$13,400

Except as amended herein, the terms and conditions of the Original Contract remain in full force and effect.

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: Jerry Johnson

Date: 5/17/12

SWIFT Contract No. 41312, Written Amendment #1

SWIFT Purchase Order No. 3000008714

**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: \_\_\_\_\_

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

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

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

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

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

**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