

# EXHIBIT A



## Joint Powers Agreement Amendment 1 State of Minnesota

SWIFT Contract Number: 134779

JPA Start Date:	<u>07/01/2017</u>	Total JPA Amount:	<u>\$900,000.00</u>
Original JPA Expiration Date:	<u>06/30/2019</u>	Original JPA:	<u>\$450,000.00</u>
Current JPA Expiration Date:	<u>06/30/2019</u>	Previous Amendment(s) Total:	<u>\$ 0.00</u>
Requested JPA Expiration Date:	<u>06/30/2021</u>	This Amendment:	<u>\$450,000.00</u>

This Amendment is by and between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the ~~Homeland Security and Emergency Management~~ State Fire Marshal division ("State"), and the City of Duluth, acting on behalf of the Duluth Fire Department ("Governmental Unit").

### Recitals

1. The State has an Agreement with the Governmental Unit, identified as SWIFT contract number 134779 ("Original Agreement"), for the Governmental Unit provide emergency response team (ERT) services to local and regional hazardous material incidents occurring within the Governmental Unit's primary and secondary response areas when requested by the State.
2. The State and Governmental Unit wish to extend the Original Agreement two (2) fiscal years.
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 Term of Agreement

- 1.1 **Effective Date.** July 1, 2017, 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, 2019~~ June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 3, **Payment**, is amended as follows:

#### 3 Payment

3.1 **Consideration.** The State will pay for all services performed by the Governmental Unit under this Agreement as follows:

- State Fiscal Year 2018 commencing July 1, 2017 and ending June 30, 2018: Up to but not exceeding **Two Hundred Twenty Five Thousand and 00/100 Dollars (\$225,000.00)**; and
- State Fiscal Year 2019 commencing July 1, 2018 and ending June 30, 2019: Up to but not exceeding **Two Hundred Twenty Five Thousand and 00/100 Dollars (\$225,000.00)**; and
- State Fiscal Year 2020 commencing July 1, 2019 and ending June 30, 2021: Up to but not exceeding Two Hundred Twenty Five Thousand and 00/100 Dollars (\$225,000.00); and
- State Fiscal Year 2021 commencing July 1, 2020 and ending June 30, 2021: Up to but not exceeding Two Hundred Twenty Five Thousand and 00/100 Dollars (\$225,000.00).

The total obligation of the State under this agreement will not exceed ~~Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00)~~ Nine Hundred Thousand and 00/100 Dollars (\$900,000.00).

#### 3.2 Payment.

- a) **Invoices.** The State will promptly pay the Governmental Unit after the Governmental Unit presents an itemized invoice and the State's Authorized Representative accepts the invoiced services.

Governmental Unit shall submit one (1) invoice for each calendar quarter no later than thirty (30) calendar days following the end of the quarter. For example, the Governmental Unit shall submit one (1) detailed invoice no later than April 30, 2018 for reimbursement of allowable expenses incurred January 1, 2018 through March 31, 2018.

Governmental Unit shall submit the last invoice to the State no later than ~~July 30, 2019~~ July 31, 2021.

**REVISION 3.** Clause 4, **Authorized Representatives**, is amended as follows:

**4 Authorized Representatives**

The State's Authorized Representative is the designated individual below, or his successor, and has the responsibility to monitor the Governmental Unit's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

Name: ~~Rick Luth, State Emergency Response Teams Coordinator~~  
James G. Smith, Chief Deputy State Fire Marshal  
Address: ~~Department of Public Safety; Homeland Security and Emergency Management~~  
Department of Public Safety; State Fire Marshal  
445 Minnesota Street  
St. Paul, MN 55101  
Telephone: 651.201.7425 651.201.7202  
E-mail Address: ~~rick.luth@state.mn.us~~ james.g.smith@state.mn.us


The Governmental Unit's Authorized Representative is the designated individual below or his successor. If the Governmental Unit's Authorized Representative changes at any time during this Agreement, the Governmental Unit must immediately notify the State.

Name: ~~Dennis Edwards, Fire Chief~~ Shawn Krizaj, Acting Fire Chief  
Address: Duluth Fire Department  
602 West Second Street  
Duluth, MN 55802  
Telephone: 218.730.4390  
E-mail Address: dedwards@DuluthMN.gov skrizaj@DuluthMN.gov

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.

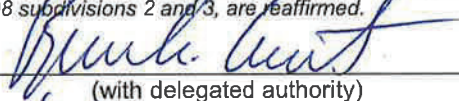
**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed:   
Date: 7-18-19  
SWIFT Purchase Order No.: 332261661

**3. STATE OF MINNESOTA: DEPARTMENT OF PUBLIC SAFETY; STATE FIRE MARSHAL**

*Individual certifies the applicable provisions of Minnesota Statutes § 16C.08 subdivisions 2 and 3, are reaffirmed.*

By:   
(with delegated authority)  
Title: State Fire Marshal  
Date: 7/18/19

**2. GOVERNMENTAL UNIT: CITY OF DULUTH**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**4. COMMISSIONER OF ADMINISTRATION**

*As delegated to the Office of State Procurement*

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