

AMENDMENT COVER SHEET

(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)

Instructions:

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

Agency: Employment Economic Development Name of Contractor: City of Duluth

Current Contract Term: 1/1/24 to 6/30/24 Project Identification: Resource/Reception Costs at CareerForce Center in Duluth, Minnesota

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

What changes are being made to the to the contract? Complete appropriate box(es) for the amendment submitted.

1. **Amendment to the Expiration Date of the contract**

- a. Proposed New Expiration Date: December 31, 2024
- b. Why is it necessary to amend the Expiration Date? The parties have now agreed upon the new memorandum of understanding and related infrastructure funding agreement which results in modifications to the costs which will be incurred for resource room and reception area personnel costs at the Duluth CareerForce center.

2. **Amend Duties and Cost** **Amend Duties Only**

- a. Describe the amendment: The vendor's duties shall remain the same. This amendment extends the expiration date of the original joint powers agreement and modifies the costs based on the terms agreed upon by City of Duluth and Employment Economic Development Vocational Rehabilitation Services (DEED-VRS) as outlined in the new memorandum of understanding, infrastructure funding agreement, and agreement on additional costs.
- b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:

Under the original joint powers agreement, DEED-VRS agreed to pay the City of Duluth \$52.36 per hour for 9.96 hours of weekly reception services, 2.09 hours of weekly career lab services, and also agreed to pay \$5.23 per hour for 12.05 hours of weekly site management services. The total weekly cost for all services under the old agreement was \$693.96.

Under this amendment, DEED-VRS agrees to pay the City of Duluth \$32 per hour for 15.7 hours of weekly reception services and 11.2 hours of weekly career lab services. The total weekly cost under the new agreement is \$860.80.

3. Amendment to change other terms and conditions of the contract:

- a. Describe the changes that are being made:

Amendment 1 to SWIFT Contract No. 238676

Contract Effective Date:	<u>12/6/23</u>	Total Contract Amount:	<u>\$49,376.08</u>
Original Contract Expiration Date:	<u>6/30/24</u>	Original Contract:	<u>\$18,042.96</u>
Current Contract Expiration Date:	<u>6/30/24</u>	Previous Amendment(s) Total:	<u>\$0</u>
Requested Contract Expiration Date:	<u>12/31/24</u>	This Amendment:	<u>\$31,333.12</u>

This amendment is by and between the State of Minnesota, acting through its Commissioner of Employment and Economic Development (“State” or “DEED”) and City of Duluth whose designated business address is 402 W. 1st Street, Duluth, MN 55802 (“Governmental Unit”). State and Contractor may be referred to jointly as “Parties.”

Recitals

1. The State has a contract with the Contractor identified as SWIFT contract number 238676 (“Original Contract”) to provide shared costs at the Duluth CareerForce center in Duluth, Minnesota.
2. The Original Contract is being amended to modify the number of hours and hourly pay rate that DEED Vocational Rehabilitation Services (“VRS”) shall pay to the Governmental Unit for the shared costs in accordance with 20 CFR 678.760.
3. The State and the Governmental Unit are willing to amend the Original Contract as stated below.

Contract Amendment

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

REVISION 1. Clause 1 Term of Agreement, subclause 1.2 “**Expiration Date**” is amended as follows:

- 1.2 Expiration date: ~~June 30, 2024~~, December 31, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

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

The State will pay the Governmental Unit as outlined below effective as of April 22, 2024:

CareerForce Location	Service	Cost Per Hour	VRS share per IFA (hours/week)	Total cost per week
Duluth	Reception	\$52.36 <u>\$32</u>	9.96 <u>15.7</u>	\$521.51 <u>\$502.40</u>
Duluth	Career Lab	\$52.36 <u>\$32</u>	2.09 <u>11.2</u>	\$109.43 <u>\$358.40</u>
Duluth	Site Management	\$5.23 <u>\$0</u>	12.05 <u>\$0</u>	\$63.02 <u>\$0</u>
Duluth Total Cost per Week				\$693.96 <u>\$860.80</u>

As a result of the agreement between DEED-VRS and Governmental Unit via the memorandum of understanding for the local workforce development area, the Parties agreed that DEED-VRS share of shared costs at the Duluth CareerForce location would be 36.7% of dedicated space. This resulted in an allocation of 15.7 hours of weekly reception time for DEED-VRS. The DEED-VRS share of dedicated space for the career lab is 37.36%, which results in an allocation of 11.2 hours per week for DEED-VRS.

The Governmental unit will invoice the State on a monthly basis. The monthly invoices should be sent to deed.adminv@state.mn.us and the State will pay for services upon completion and acceptance of the same.

The total obligation of the state under this Agreement will not exceed ~~\$18,042.96~~ \$49,376.08.

The Original Contract and any previous amendments are incorporated into this agreement by reference. Except as amended herein, the terms and conditions of the original contract and all previous amendments 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

Print Name: David Mwangi

Signature: David N Mwangi Digitally signed by David N Mwangi
Date: 2024.03.20 10:28:17 -05'00'

Title: Buyer 2 Date: 03/20/2024

SWIFT Contract No. 238676; PO 3-550366; PR 84036

2. Contractor

The Contractor certifies that the appropriate person has executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print Name: _____

Signature: _____

Title: _____ Date: _____

3. State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____