



State of Minnesota Contract Amendment 1

SWIFT Contract Number: **220246**

Contract Effective Date:	<u>11/01/2022</u>	Total Contract Amount:	<u>\$100,000.00</u>
Original Contract Expiration Date:	<u>06/30/2024</u>	Original Contract:	<u>\$100,000.00</u>
Current Contract Expiration Date:	<u>06/30/2024</u>	Previous Amendment(s) Total:	<u>\$ 0.00</u>
Requested Contract Expiration Date:	<u>N/A</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 State Fire Marshal division ("State"), and the **City of Grand Rapids**, acting on behalf of its Fire Department ("Contractor"). The State and Contractor may be referred to jointly as "Parties."

Recitals

1. The State has a contract with the Contractor identified as 220246 ("Original Contract") for Contractor to provide hazardous material (HAZMAT) response teams to assist local authorities by providing technical advice to local incident commanders and recommending mitigation actions necessary to protect life, property, and the environment.
2. The State needs to add two provisions to Clause 5.2, Payment.

Accordingly, the Parties agree as follows:

Contract Amendment

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

REVISION 1. Clause 5.2, **Payment**, is amended as follows:

5.2 Payment.

- (a) **Invoices.** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:
 - 1) **Contractor Compensation [Clauses 5.1(a) and 5.1(b)].** Contractor shall submit a completed Contractor Compensation Packet at least once every three months but not more frequently than once per month for reimbursement of costs identified in Clauses 5.1(a) and 5.1(b). Contractor shall submit a final invoice for the period commencing November 1, 2022, and ending June 20, 2023, no later than July 31, 2023. Contractor shall submit a final invoice for the period commencing July 1, 2023, and ending June 30, 2024, no later than July 31, 2024. The State will process properly completed Reimbursement Packets for compensation within thirty (30) days of receipt.
 - 2) **Emergency Response Reimbursement [Clause 5.1(d)].** Contractor shall submit a reimbursement claim form identifying reasonable and necessary expenses incurred during an actual emergency response, such claim form to be submitted to State no later than forty-five (45) days after the end of the response. The claim for reimbursement must be made on forms provided by the State and must

provide sufficient detail corresponding to each category identified in Clause 5.1(d). The State will process properly completed claim forms for reimbursement within thirty (30) days of receipt.

(b) **Retainage.** Under Minn. Stat. § 16C.08, subd. 2 (10), no more than 90 percent of the amount due under this Contract may be paid until the final product of this Contract has been reviewed by the State. The balance due will be paid when the State determines that the Contractor has satisfactorily fulfilled all the terms of this Contract.

(c) **Conditions of Payment.** All services delivered by the Contractor under this Contract must be performed to the State's satisfaction and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

The Original Contract and any previous amendments are incorporated into this amendment 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: _____

Signature: _____

Title: _____ Date: _____

SWIFT PO Number: 3000083255

2. Contractor: City of Grand Rapids
The Contractor certifies that the appropriate person has executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print name: _____

Signature: _____

Title: _____ Date: _____

3. State: Department of Public Safety; State Fire Marshal Division
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: _____