

Joint Powers Agreement

Amendment 1

SWIFT Contract Number: 100361

SWIFT Purchase Order Number: 3000036409

JPA Start Date:	<u>07/01/2015</u>	Total JPA Amount:	<u>\$77,000.00</u>
Original JPA Expiration Date:	<u>06/30/2016</u>	Original JPA:	<u>\$27,000.00</u>
Current JPA Expiration Date:	<u>06/30/2016</u>	Previous Amendment(s) Total:	<u>\$ 0.00</u>
Requested JPA Expiration Date:	<u>06/30/2018</u>	This Amendment:	<u>\$50,000.00</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 division ("State"), and the City of Bloomington, acting on behalf of the Bloomington Police Department, 1800 West Old Shakopee Road, Bloomington, MN 55431 ("Governmental Unit").

Recitals

1. The State has an Agreement with the Governmental Unit, identified as SWIFT contract number 100361 ("Original Agreement") for the Governmental Unit, which has a commissioner-approved bomb disposal unit, to provide bomb disposal services for municipalities outside the jurisdiction of the City of Bloomington but within the State of Minnesota.
2. The parties mutually agree to extend the expiration date in order to allow and provide for additional bomb disposal unit services.
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, 2015, 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, 2016~~ June 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

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

Payment

- 3.1 The State shall reimburse the Governmental Unit up to but not exceeding Twenty Seven Thousand and 00/100 Dollars (\$27,000.00) for the period commencing July 1, 2015 and ending June 30, 2016, Twenty Five Thousand and 00/100 Dollars (\$25,000.00) for the period commencing July 1, 2016 and ending June 30, 2017, and Twenty Five Thousand and 00/100 Dollars (\$25,000.00) for the period commencing July 1, 2017 and ending June 30, 2018 for Governmental Unit's bomb disposal unit responding to calls specified in Clause 2.2 of this Agreement and in accordance with the following:
 - a) Reimbursement is based on a flat fee of One Hundred Seventy Five and 00/100 Dollars (\$175.00) per hour inclusive of all services and reimbursable expenses.
 - b) Funds not reimbursed by the State to the Governmental Unit for services rendered during each annual period, e.g. July 1, 2015 through June 30, 2016, during this Agreement will be cancelled and not carried forward to the next twelve month period.
- 3.2 **Total Obligation.** The total reimbursable obligation of the State to the Governmental Unit for all services under this Agreement shall not exceed ~~Twenty Seven Thousand and 00/100 Dollars (\$27,000.00)~~ Seventy Seven Thousand and 00/100 Dollars (\$77,000.00).
- 3.3 **Invoices.** The State will promptly reimburse the Governmental Unit after the Governmental Unit presents an itemized invoice for services actually performed and the State's Authorized Representative accepts the invoices services. Invoices shall be submitted by the Governmental Unit according to the following schedule:
 - No later than October 15, 2015 for services rendered during July 1, 2015 through September 30, 2015
 - No later than January 15, 2016 for services rendered during October 1, 2015 through December 31, 2015

- No later than April 15, 2016 for services rendered during January 1, 2016 through March 31, 2016
- No later than July 15, 2016 for services rendered during April 1, 2016 through June 30, 2016
- No later than October 15, 2016 for services rendered during July 1, 2016 through September 30,

Amendment 1_JPA #100361_DPS/HSEM-City of Bloomington Police Department

2016

- No later than January 15, 2017 for services rendered during October 1, 2016 through December 31, 2016
- No later than April 15, 2017 for services rendered during January 1, 2017 through March 31, 2017
- No later than July 15, 2017 for services rendered during April 1, 2017 through June 30, 2017
- No later than October 15, 2017 for services rendered during July 1, 2017 through September 30, 2017
- No later than January 15, 2018 for services rendered during October 1, 2017 through December 31, 2017
- No later than April 15, 2018 for services rendered during January 1, 2018 through March 31, 2018
- No later than July 15, 2018 for services rendered during April 1, 2018 through June 30, 2018

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 CITY OF BLOOMINGTON; BLOOMINGTON POLICE DEPARTMENT

By: _____
 Title: City Manager
 Date: _____

By: _____
 Title: Mayor
 Date: _____

By: _____
 Title: Reviewed & Approved by the Bloomington City Attorney
 Date: _____

2 STATE ENCUMBRANCE VERIFICATION

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

By: _____

Date: _____

SWIFT PO Number: 3000036409

3 STATE OF MINNESOTA; DEPARTMENT OF PUBLIC SAFETY

Individual certifies the applicable provisions of Minnesota Statutes § 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: _____