

PUBLIC SAFETY COMMITTEE

11-0532R

RESOLUTION AUTHORIZING SECOND AMENDMENT TO CITY CONTRACT NO. 20454 WITH THE STATE OF MINNESOTA HOMELAND SECURITY AND EMERGENCY MANAGEMENT DIVISION FOR HAZARDOUS MATERIALS CHEMICAL ASSESSMENT TEAM EXTENDING THE TERM AND INCREASING THE COMPENSATION.

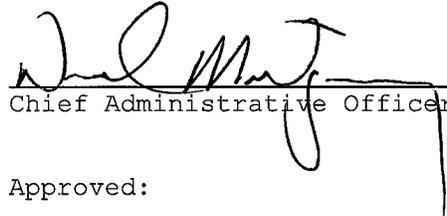
CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into amendment no. 2 to city contract no. 20454 (state contract no. B02328) with the state of Minnesota through its commissioner of public safety, division of homeland security and emergency management for providing services as a hazardous materials chemical assessment team extending the term thereof through June 30, 2012, and increasing the compensation payable to the city by an additional \$45,000, said sum to be payable to Fund 110-150-1505-4210-02 (General Fund, Fire, Hazardous Materials, Pass Through Grant).

Approved:

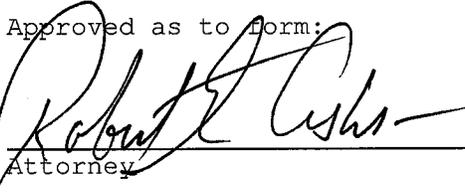
Approved for presentation to council:


Department Director


Chief Administrative Officer

Approved as to form:

Approved:


Attorney


Auditor

FIRE/ATTY REA:dma 10/06/2011

STATEMENT OF PURPOSE: The purpose of this resolution is to authorize a second amendment to the City's contract with the State Division of Homeland Security and Emergency Management to act as a hazardous materials chemical assessment team.

The hazardous materials chemical assessment teams ("CATs") are intended to assist local authorities at the scene of a hazardous materials incident by providing simple mitigation to a hazardous materials incident and are required to recommend to the local incident manager the best means of controlling the hazard.

In 2007, the City entered into an agreement with the State to provide CAT services in this area, which agreement was extended through 2011. This original agreement has run out and both the State and the City, through its fire department, want the City to continue to be able to provide these services. This extension would provide state funds to allow the City to continue to do so through June 30, 2012.

AMENDMENT NO. 2 TO CFMS CONTRACT NO. B02328

Contract Start Date:	<u>7/1/2007</u>	Total Contract Amount:	<u>\$225,000.00</u>
Original Contract Expiration Date:	<u>6/30/2009</u>	Original Contract:	<u>\$90,000.00</u>
Current Contract Expiration Date:	<u>6/30/2011</u>	Previous Amendment(s) Total:	<u>\$90,000.00</u>
Requested Contract Expiration Date:	<u>6/30/2012</u>	This Amendment:	<u>\$45,000.00</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Public Safety, Division of Homeland Security and Emergency Management ("State") and City of Duluth, Fire Department, 602 West Second Street, Duluth, Minnesota 55802 ("Contractor").

Recitals

1. The State has a contract with the Contractor identified as CFMS Contract Number B02328 (SWIFT Contract Number 32596) ("Original Contract") to provide professional/technical services from regionally located Hazardous Materials Emergency Chemical Assessment Teams to assist local authorities in protecting the public's safety from effects of a hazardous materials release.
2. The State wishes to exercise its option to extend its current contract with the City of Duluth, Fire Department Chemical Assessment Team for an additional one-year period.
3. The State and the Contractor are willing to amend the Original Contract and previous amendments as stated below.

Contract Amendment

In this Amendment, deleted contract terms will be struck out and the added contract terms will be underlined.

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

- 1.2 **Expiration date:** ~~June 30, 2011,~~ June 30, 2012, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 4. "**Consideration and Payment**" is amended as follows:

4.1 **Consideration.** The State will pay for all services performed by the Contractor under this contract as follows:

- (A) **Compensation.** The Contractor will be paid by the State for the following costs in each year of the contract associated to:
 - (1) Capital equipment – cost of capital equipment including vehicles not to exceed \$3,000.00.
 - (2) Training – Annual cost of training team personnel not to exceed \$25,000.00.
 - (3) Medical Examinations – Cost of annual medical examinations for team personnel not to exceed \$9,000.00.
 - (4) Consumable Supplies – Initial cost of consumable supplies not to exceed \$2,000.00.
 - (5) Administration – Program administration costs not to exceed \$3,000.00.
 - (6) Maintenance – Equipment maintenance costs not to exceed \$3,000.00.
- (B) Contractor may deviate from proposed budget stated in Clause 4, Section 4.1, Item (A) of this contract increasing and decreasing amounts between approved categories listed as needed and justified with the exception of category (5). Category (5) pertains to administration costs and may not be increased more than 20% without prior written approval from the State's Authorized Representative of this contract. The total amount for Clause 4, Section 4.1, Item (A) may not exceed \$45,000.00 per each state fiscal year (July through June) of this contract, and may not exceed a total of ~~\$180,000.00~~ \$225,000.00 for all state fiscal years of the contract. Funds not expended by the Contractor during the first, second, ~~and third~~ and fourth state fiscal years of this contract will be cancelled.

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- (C) **Emergency Response Compensation.** Contractor will be reimbursed by the State for the reasonable and necessary costs associated with an actual response as follows:
- (1) **Team Personnel Costs:**
\$60.00 per hour, including wages and fringe benefits, per person, and two (2) hour minimum. Team personnel costs are valid through December 31, 2007. Team personnel costs beginning January 1, 2008, through June 30, 2008, will increase to \$62.00 per hour in accordance with existing negotiated wage and benefit increases established between the City of Duluth and the International Association of Firefighters Local #101. Team personnel costs beginning July 1, 2009, through December 31, 2009, will increase to \$63.00 per hour including wages and fringe benefits, per person, and two (2) hour minimum. Team personnel costs are valid through December 31, 2009. Team personnel costs beginning January 1, 2010 will be determined by contract negotiations currently underway between the City of Duluth and the International Association of Firefighters Local #101.
 - (2) **Additional Wage Costs for Local Callback Personnel**
\$15.00 per hour, including wages and fringe benefits, per person, and two (2) hour minimum. Team personnel costs are valid through December 31, 2007. Team personnel costs beginning January 1, 2008 through June 30, 2008, will increase to \$15.50 per hour in accordance with existing negotiated wage and benefit increases established between the City of Duluth and the International Association of Firefighters Local #101. Team personnel costs beginning July 1, 2009, through December 31, 2009, will decrease to \$15.25 per hour including wages and fringe benefits, per person, and two (2) hour minimum. Team personnel costs are valid through December 31, 2009. Team personnel costs beginning January 1, 2010 will be determined by contract negotiations currently underway between the City of Duluth and the International Association of Firefighters Local #101.
 - (3) **Vehicle Operating Costs:**
\$60.00 per hour for hazardous materials response vehicles, and \$50.00 per hour for support vehicles.
 - (4) **Cost of Consumable Supplies Used:**
Contractor will submit an itemized invoice for actual costs incurred.
 - (5) **Costs of Repair or Replacement of Damaged or Destroyed Equipment:**
Contractor will submit an itemized invoice for actual costs incurred. If costs exceed \$500.00, the State may request competitive bids or quotes prior to the repair or replacement of equipment. Contractors, who are municipalities, must comply with municipal bidding laws.
 - (6) **Communications Costs:**
Contractors will submit an itemized invoice for actual costs incurred. Eligible costs are defined as cellular and land line telephone costs for voice, data, or facsimile transmissions.
 - (7) **Administrative Costs Directly Resulting from the Emergency Response:**
\$60.00 per hour, including wages and fringe benefits, per person, and two (2) hour minimum. Team personnel costs are valid through December 31, 2007. Team personnel costs beginning January 1, 2008, through June 30, 2008, will increase to \$62.00 per hour in accordance with existing negotiated wage and benefit increases established between the City of Duluth and the International Association of Firefighters Local #101. Team personnel costs beginning July 1, 2009, through December 31, 2009, will increase to \$63.00 per hour including wages and fringe benefits, per person, and two (2) hour minimum. Team personnel costs are valid through December 31, 2009. Team personnel costs beginning January 1, 2010 will be determined by contract negotiations currently underway between the City of Duluth and the International Association of Firefighters Local #101.
 - (8) **Costs incurred in the use of Special Equipment as provided in Minnesota Rules, Chapter 7514.1200.**

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- (9) Costs associated with providing Support to Cleanup Operations when requested in accordance with Minnesota Rules, Chapter 7514.0900, Subpart 5.
 - (10) Costs associated with providing Standby Technical Assistance when requested in accordance with Minnesota Rules, Chapter 7514.1600, Subpart 4.
 - (11) Other Direct Costs incurred by the Contractor as a result of the Emergency Response.
- (D) Costs incurred under Clause 4, Section 4.1, Item (C) of this contract for any single response by Contractor may not exceed \$5,000.00, unless authorized by the State.

All necessary and reasonable costs associated with a State authorized emergency response to a hazardous materials incident, incurred the Contractor and authorized by the State, will be billed by the State to the responsible person, and managed by the State through a separate revolving account for such incidents. Contractor agrees that the State subrogates to the rights of the Contractor against the responsible person as defined in Minnesota Statutes 299A.52.

- (E) The total obligation of the State for all compensation to Contractor incurred under Clause 4, Section 4.1, Item (A), of this contract will not exceed ~~\$180,000.00~~ \$225,000.00.

4.2. 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 in a form prescribed by the State, and according to the following schedule:
- (1) **Contractor Compensation:** Contractor will submit a completed Contractor's Compensation Reimbursement Packet at least annually but not more frequently than monthly for reimbursement of costs identified in Clause 4, Section 4.1, Items (A) and (B) of this contract. Final invoice for reimbursement of costs pertaining to state fiscal year July 1, 2007 through June 30, 2008 must be received by the State no later than July 31, 2008. The final invoice for reimbursement of costs pertaining to state fiscal year July 1, 2008 through June 30, 2009 must be received by the State no later than July 31, 2009. The final invoice for reimbursement of costs pertaining to state fiscal year July 1, 2009 through June 30, 2010 must be received by the State no later than July 30, 2010. The final invoice for reimbursement of costs pertaining to state fiscal year July 1, 2010 through June 30, 2011 must be received by the State no later than July 29, 2011. The final invoice for reimbursement of costs pertaining to state fiscal year July 1, 2011 through June 30, 2012 must be received by the State no later than July 31, 2012. The State will process completed Reimbursement Packets for compensation within thirty (30) days of receipt. The total amount of reimbursement pertaining to Clause 4, Section 4.1, Items (A) and (B) of this contract will not exceed the limits of this contract.
 - (2) **Emergency Response Compensation:** Contractor is responsible for submitting a claim for reimbursement for the reasonable and necessary costs associated with a State authorized emergency response to a hazardous materials incident within 45 days of the termination of the response. The claim for reimbursement must be made on State provided forms and must detail the reasonable and necessary costs of the response as provided in Clause 4, Section 4.1, Items (C). The State will process completed forms for reimbursement within thirty (30) days of receipt. The total amount of reimbursement pertaining to Clause 4, Section 4.1, Item (C) of this contract will not exceed limits of this contract.
 - (3) **Retainage.** Under Minnesota Statutes Section 16C.08, subdivision 5(b), no more than 90% of the amount due under this contract may be paid until the final product of this contract has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this contract.

AMENDMENT NO. 2 TO CFMS CONTRACT NO. B02328

The Original Contract and all previous amendments are incorporated into this amendment by reference.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Jane John
Date: 9-23-11

CFMS Contract No. B02328, Written Amendment #2

SWIFT Purchase Order No. 3

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