



State of Minnesota Joint Powers Agreement Amendment 1

SWIFT Contract Number: 218794

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 ("SFM" or "State"), and the **City of Saint Paul**, acting on behalf of the Saint Paul Fire Department, 645 Randolph Avenue, Saint Paul, MN 55102 ("Governmental Unit"). The State and Governmental Unit may be referred to jointly as "Parties."

Recitals

1. The State and Governmental Unit have a Joint Powers Agreement executed September 16, 2022, identified as SWIFT Contract No. 218794 ("Original Agreement"), for the Governmental Unit's provision of a Hazardous Materials Response Team ("Team") to provide Incident Command technical expertise in hazard identification and emergency response in a preidentified geographic area.
2. The State wishes to amend the Parties' duties in light of operational updates and payment terms, in anticipation of continued services contemplated by the Agreement.
3. The State and Governmental Unit are willing to amend the Original Agreement as stated below.

Joint Powers Agreement Amendment

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

REVISION 1. Clause 2, "**Agreement between the Parties**," is amended as follows:

~~2.~~ **Agreement between the Parties**

The Governmental Unit will:

- (a) ~~Respond to hazardous material incidents occurring in the Governmental Unit's normal geographic area (see Appendix C), and, when requested by the State, the Governmental Unit's primary response area (see Appendix A) and secondary response area (Appendix B).~~
- (b) ~~Respond to any response area in the State of Minnesota (see Appendix B) when directed to do so by the Commissioner (Minnesota Rules Chapter 7514.0900, subpart 1).~~
- (c) ~~Coordinate on-scene emergency response operations of the Team with local, state and federal agencies, Indian tribes, and private response organizations through the Minnesota Incident Management System (Minnesota Rules Chapter 7514.1800, subpart 1).~~
- (d) ~~Ensure Team members are in compliance with the initial, continuing education, and team training requirements (Minnesota Rules Chapter 7514.0600, subparts 1 to 4); and annually certify such compliance to the Commissioner (Minnesota Rules Chapter 7514.0600, subpart 6).~~
- (e) ~~Ensure Team members are in compliance with medical requirements (Minnesota Rules Chapter 7514.0600, subpart 7); and annually certify such compliance to the Commissioner (Minnesota Rules Chapter 7514.0600, subpart 7).~~
- (f) ~~Deploy Team personnel and equipment to hazardous materials incident(s) within fifteen (15) minutes from the time a decision is made to dispatch the Team (Minnesota Rules, Chapter~~

- ~~7514.0500). For purposes of this clause, the decision to dispatch the Team will be considered made at the time the Governmental Unit's point of contact as identified in *Appendix D* is notified by the State.~~
- ~~(g) Ensure compliance with all other employer requirements established in *Minnesota Rules Chapter 7514.0600*.~~
 - ~~(h) Conduct a formal evaluation of the hazardous materials emergency response to an incident within thirty (30) days after termination of the Team's response (*Minnesota Rules Chapter 7514.1300*).~~
 - ~~(i) Submit a detailed report of the Team's response to an incident as required by *Minnesota Rules Chapter 7514.0900, subpart 7*; and as required by *Minnesota Rules, Chapter 7514.1700, subparts 1 and 3*; and take appropriate measures to identify to the State the responsible person of each incident, including responsible person's social security number or federal tax identification number.~~
 - ~~(j) Designate one (1) primary and one (1) alternate representative to the State's Hazardous Materials Emergency Response Team Program Advisory Committee (*see Appendix F*); require one or both representatives to attend all meetings convened by the Committee; and empower each representative to make recommendations to the Committee on behalf of the Governmental Unit.~~
 - ~~(k) Designate one (1) primary and one (1) alternate representative (*see Appendix F*) and require each representative to train in applying operating guidelines and other administrative procedures established and identified by the State's Hazardous Materials Emergency Response Team Program (*Minnesota Rules Chapter 7514.0700, subpart 2*); and require one or both representatives to instruct other Team members.~~
 - ~~(l) Maintain and store emergency response vehicle(s) and equipment, whether loaned to the Governmental Unit by the State or owned by the Governmental Unit, in proper working order and ready for response at all times, except as may be necessary for the performance of routine or necessary maintenance, repairs, or replacement. Governmental Unit must immediately notify the State whenever Governmental Unit is not available for emergency response as a result of such circumstances.~~
 - ~~(m) Submit claims for recoverable costs to the Commissioner as required by *Minnesota Rules Chapter 7514.1700, subparts 1 and 3*; and take all appropriate measures to identify to the State the responsible person of each incident, including responsible person's social security number or federal tax identification number.~~
 - ~~(n) Maintain the required composition of an Hazardous Materials Emergency Response Team, including the availability for immediate response of nine (9) members minimum certified to the levels of hazardous materials technician response and training. The State recommends maintaining a level of twelve (12) members for immediate response; and the Governmental Unit agrees to obtain approval from the State's Authorized Representative or his designee prior to deploying more than twelve (12) team members to an incident.~~
 - ~~(o) Respond to incidents and assist local authorities at the scene of a hazardous materials incidents by providing reasonable mitigation; and recommend to the local incident manager the best means of controlling the hazard after consideration of life safety concerns, environmental effects, exposure hazards, quantity and type of hazardous material, availability of resources, or other relevant factors.~~

The Governmental Unit shall not subcontract any work, duties or tasks pursuant to this Agreement.

2. Agreement between the Parties

The Governmental Unit will:

- (a) Respond to hazardous material incidents occurring in the Governmental Unit's normal geographic response area (*see Appendix C*), and, when requested by the State, the team's primary response area (*see Appendix A*) and secondary response area (*Appendix B*)**
- (b) Respond to any response area in the State of Minnesota when directed to do so by the Commissioner of Public Safety or their designee.**
- (c) Coordinate on-scene emergency response operations of the teams with local, state and federal agencies, Indian tribes, and private response organizations through the National Incident Management System.**
- (d) Ensure team members are in compliance with the initial, continuing education, and team training requirements; and annually certify such compliance to the Commissioner.**

- (e) Designate at least two (2) participants/team representatives to the annual HMRT joint training conducted at the Joint Emergency Response Training Center (JERTC) or other predetermined training location.
- (f) Ensure completion of position task books for all team members at least every 36 months, to be reviewed and validated by the State or its designee.
- (g) Participate in an annual skills competency verification performed by the State or its designee.
- (h) Participate in periodic response readiness verification performed by the State or its designee.
- (i) Ensure team members are in compliance with medical requirements and annually certify such compliance to the Commissioner.
- (j) Deploy 8-12 team personnel and accompanying equipment to a hazardous materials incident within fifteen (15) minutes or less, from the time a decision is made to dispatch the team, on 90 percent of the incidents to which the team is dispatched. For the purposes of this clause, the decision to dispatch the team will be considered made at the time the Governmental Unit's point of contact as identified in Appendix D, which is attached and incorporated into this Agreement, is notified by the State.
- (k) Participate in annual site visits performed by the State or its designee, during which the State or its designee will review team records and assess the condition of emergency response vehicle(s) and equipment loaned to the Governmental Unit by the State.
- (l) Conduct a formal evaluation of the Hazardous Materials Emergency Response to an incident within thirty (30) days after termination of the team's response.
- (m) Submit a detailed report of the team's response to an incident and take appropriate measures to identify to the State the responsible person of each incident, including responsible person's social security number or federal tax identification number.
- (n) Designate one (1) primary and one (1) alternate representative to the State's Hazardous Materials Emergency Response Team Technical Advisory Committee (Appendix F); require one or both representatives to attend all meetings convened by the Committee; and empower each representative to make recommendations to the Committee on behalf of the Governmental Unit.
- (o) Designate one (1) primary and one (1) alternate representative (Appendix F) and require each representative to train in applying operating guidelines and other administrative procedures established and identified by the State's Hazardous Materials Emergency Response Team Program and require one or both representatives to instruct other Hazmat Team members.
- (p) Maintain and store emergency response vehicle(s) and equipment, whether loaned to the Governmental Unit by the State or owned by the Governmental Unit, in proper working order and ready for response at all times, except as may be necessary for the performance of routine or necessary maintenance, repairs, or replacement. Governmental Unit must immediately notify the State whenever Governmental Unit is not available for emergency response as a result of such circumstances. The Governmental Unit shall provide adequate insurance coverage as required by applicable State law.
- (q) Ensure periodic inspection and preventative maintenance is performed on emergency response vehicle(s) that is in accordance with NFPA 1911 or a comparable standard.
- (r) Submit claims for recoverable costs to the Commissioner and take all appropriate measures to identify to the State the responsible person of each incident, including responsible person's social security number or federal tax identification number.
- (s) Maintain the required composition of a Type 1 Hazardous Materials Response Team in accordance with Appendix G, including an emergency response availability of eight (8) members certified and trained to the appropriate minimum level.
- (t) Respond to incidents and assist local authorities at the scene of a hazardous materials incidents by providing reasonable mitigation consistent with the capabilities of a Type 1 HMRT; and recommend to the local incident manager the best means of controlling the hazard after consideration of life safety concerns, environmental effects, exposure hazards, quantity and type of hazardous material, availability of resources, or other relevant factors.
- (u) Assist statewide local authorities by providing telephonic and/or virtual technical advice to on-scene incident commanders, recommending the best means of controlling the hazard to protect life, property, and the environment that are in keeping with locally available levels of hazardous materials training and response capability.

The Governmental Unit shall not subcontract any work, duties or tasks pursuant to this Agreement.

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:~~

~~(a) **Compensation.** The State will pay the Governmental Unit up to but not exceeding **Two Hundred Sixty Thousand and 00/100 Dollars (\$260,000.00)** for expenses incurred during each twelve-month period commencing July 1 and ending June 30 for the following costs:~~

- ~~1) Capital equipment—Cost of capital equipment including vehicles.~~
- ~~2) Training—Cost of training team personnel (excluding exercise training).~~
- ~~3) Medical examinations—Cost of annual medical examinations for team personnel.~~
- ~~4) Consumable supplies—Cost of consumable supplies.~~
- ~~5) Administration—Cost of program administration.~~
- ~~6) Maintenance—Cost of equipment maintenance.~~

~~(b) Governmental Unit may deviate from its budget corresponding to the six categories identified in Clause 3.1(a), increasing and decreasing amounts between categories as needed with the exception of Category 5, Administration. The State and Governmental Unit mutually agree Administration costs shall not be increased more than 20% without prior written approval from the State’s Authorized Representative.~~

~~(c) **Total Obligation.** The total obligation of the State for all compensation to the Governmental Unit corresponding to Clause 3.1(a) shall not exceed **One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00).**~~

~~(d) **Emergency Response Reimbursement.** In addition to the Compensation identified in Clause 3.1(a) and Clause 3.1(c), the State will reimburse the Governmental Unit for reasonable and necessary expenses corresponding to and directly associated with the following costs incurred during an actual emergency response. Reimbursement costs corresponding to this section shall not exceed **Five Thousand and 00/100 Dollars (\$5,000.00)** for any single response unless authorized by the State’s Authorized Representative.~~

~~1) **Hazmat Team Personnel Costs**~~

~~An hourly rate per person, including wages and fringe benefits, for four (4) hours minimum per person, up to nine (9) persons [Note: See Clause 2(n) above]. Hourly rates will be determined by and in accordance with the Governmental Unit’s collective bargaining agreement(s) corresponding to personnel.~~

~~2) **Additional Wage Costs for Local Callback Personnel**~~

~~An hourly rate per person, including wages and fringe benefits, for four (4) hours minimum per person, up to nine (9) persons for a hazmat team. Hourly rates will be determined by and in accordance with the Governmental Unit’s collective bargaining agreement(s) corresponding to personnel.~~

~~3) **Vehicle Operating Costs**~~

- ~~a) Hazardous Materials Response Teams shall be reimbursed up to \$150.00 per hour for operational costs associated with the State supplied Hazardous Materials Emergency Response apparatus.~~
- ~~b) Hazardous Materials Response Teams shall be reimbursed up to \$100.00 per hour for a hazmat support vehicle.~~
- ~~c) Any additional Hazardous Materials Response Team support apparatus shall be reimbursed up to \$100.00 per hour (must be approved prior to use by state fire marshal State Teams Coordinator or Supervisor).~~

~~4) **Cost of Consumable Supplies Used**~~

~~Cost for consumable supplies used shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.~~

- 5) ~~**Costs of Repair or Replacement of Damaged or Destroyed Equipment**~~
Governmental Unit must submit an itemized invoice for actual costs incurred. If cost is estimated to exceed \$500.00, Governmental Unit shall consult with the State's Authorized Representative to determine if the State will require competitive bids or quotes prior to the repair or replacement of equipment. If the State requires a competitive solicitation, Governmental Unit must comply with the applicable municipal bidding laws.
- 6) ~~**Communication Costs, including Long Distance and Cellular Telephone Charges**~~
Eligible costs are defined as cellular/mobile and land line telephone costs for voice, data, and facsimile transmissions. Governmental Unit must submit an itemized invoice for actual costs incurred.
- 7) ~~**Administrative Costs Directly Resulting from the Emergency Response**~~
Up to \$500.00 per incident based on actual costs incurred. Governmental Unit may request additional administrative cost reimbursement based on an itemized invoice for actual costs incurred when extraordinary circumstances resulting from a specific State authorized emergency response are documented.
- 8) ~~**Costs Incurred in the Use of Special Equipment (Minnesota Rules Chapter 7514.1200)**~~
Costs for this item shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.
- 9) ~~**Costs Associated with Providing Support to Cleanup Operations (Minnesota Rules Chapter 7514.0900, subpart 5)**~~
Costs for this item shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.
- 10) ~~**Costs Associated with Providing Standby Technical Assistance (Minnesota Rules Chapter 7514.1600, subpart 4)**~~
Costs for this item shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.
- 11) ~~**Other Direct Costs Incurred by the Governmental Unit as a Result of the Emergency Response**~~
Costs for this item shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.

3.2 — Payment.

- (a) ~~**Invoices.**~~ The State will promptly pay the Governmental Unit after the Governmental Unit 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) ~~**Governmental Unit Compensation [Clauses 3.1(a) and 3.1(b)].**~~ Governmental Unit shall submit a completed Governmental Unit Compensation Packet at least once every three months but not more frequently than once per month for reimbursement of costs identified in Clauses 3.1(a) and 3.1(b). Governmental Unit shall submit a final invoice, complete with receipts and justifying information, for each twelve-month period of this Agreement no later than July 31 of each year. The State will process properly completed Reimbursement Packets for compensation within thirty (30) days of receipt.
 - 2) ~~**Emergency Response Reimbursement [Clause 3.1(d)].**~~ Governmental Unit 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 3.1(d).
The State will process properly completed claim forms for reimbursement within thirty (30) days of receipt.~~

3. Payment

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

- (a) Compensation.** The Governmental Unit will be paid by the State for the following costs, up to but not exceeding **Three Hundred Sixty Thousand and 00/100 Dollars (\$360,000.00)** during each twelve-month period, i.e. July 1 through June 30, of the Agreement:
 - 1) Capital equipment – Cost of capital equipment including vehicles.**
 - 2) Training – Cost of training team personnel (excluding exercise training).**
 - 3) Medical examinations – Cost of annual medical examinations for team personnel.**
 - 4) Consumable supplies – Cost of consumable supplies.**
 - 5) Administration – Cost of program administration.**
 - 6) Maintenance – Cost of equipment maintenance.**
- (b) Governmental Unit may deviate from its budget corresponding to the six categories identified in Clause 3, Section 3.1(a), of this Agreement, increasing and decreasing amounts between categories as needed and justified with the exception of Category 5, Administration. Administrative costs shall not exceed 20% of the base allocation amount without prior written approval from the State’s Authorized Representative.**
- (c) Total Obligation.** The total obligation of the State for all compensation to the Governmental Unit corresponding to Clause 3, Section 3.1(a) of this Agreement shall not exceed \$360,000.00 for each twelve-month period commencing July 1 and ending June 30, a total of \$1,800,000.00 during the Term of Agreement. Funds encumbered for each state fiscal year corresponding to, “Term of Agreement,” and which are not paid by the State to the Governmental Unit, will not be carried forward to the subsequent state fiscal year, i.e., cancelled.
- (d) Emergency Response Reimbursement.** In addition to the Compensation identified in Clause 3, Section 3.1(a) above, the State will reimburse Governmental Unit for reasonable and necessary expenses corresponding to and directly associated with the following costs incurred during an actual emergency response. Reimbursement costs corresponding to this section shall not exceed **Five Thousand and 00/100 Dollars (\$5,000.00)** for any single response unless authorized by the State’s Authorized Representative.
 - 1) Type 1 HMRT Personnel Costs** An hourly rate per person, including wages and fringe benefits, for two (2) hours minimum per person, up to twelve (12)-persons [Note: See Clause 2(s) above]. Hourly rates will be determined by and in accordance with the Governmental Unit’s collective bargaining agreement(s) corresponding to personnel providing services under this Agreement.
 - 2) Additional Wage Costs for Local Callback Personnel**
An hourly rate per person, including wages and fringe benefits, for two (2) hours minimum per person, up to twelve (12) persons for Type 1 hazmat team. Hourly rates will be determined by and in accordance with the Governmental Unit’s collective bargaining agreement(s) corresponding to personnel providing services under this Agreement.
 - 3) Vehicle Operating Costs**
Up to \$150.00 per hour for operation costs associated with the State supplied Hazardous Materials Emergency Response vehicle, up to \$100.00 per hour for a hazmat support vehicle; any additional support vehicles will be reimbursed up to \$100.00 per hour (must be

approved prior to use by the State's Authorized Representative).

4) Cost of Consumable Supplies Used

Cost for consumable supplies used shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.

5) Costs of Repair or Replacement of Damaged or Destroyed Equipment

Governmental Unit must submit an itemized invoice for actual costs incurred.

6) Communication Costs, including Long Distance and Cellular Telephone Charges

Eligible costs are defined as cellular/mobile and land line telephone costs for voice, data, and facsimile transmissions. Governmental Unit must submit an itemized invoice for actual costs incurred.

7) Administrative Costs Directly Resulting from the Emergency Response

Up to \$500.00 per incident based on actual costs incurred. Governmental Unit may request additional administrative cost reimbursement based on an itemized invoice for actual costs incurred when extraordinary circumstances resulting from a specific State authorized emergency response are documented.

8) Costs Incurred in the Use of Special Equipment

Costs for this item shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.

9) Costs Associated with Providing Support to Cleanup Operations

Costs for this item shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.

10) Costs Associated with Providing Standby Technical Assistance

Costs for this item shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.

11) Other Direct Costs Incurred by the Governmental Unit as a Result of the Emergency Response

Costs for this item shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.

12) Contracting and Bidding Requirements

Pursuant to Minn. Stat. § 471.345, the Governmental Unit must comply with applicable uniform municipal contracting law.

(a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

(b) The Governmental Unit must not contract with vendors who are suspended or debarred in MN: <https://mn.gov/admin/osp/government/suspended-debarred/>

3.2 Payment.

(a) Invoices. The State will promptly pay the Governmental Unit after the Governmental Unit presents an itemized invoice for the services actually performed and the State's Authorized Representative or designee accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

1) Governmental Unit Compensation [Clause 3, Sections 3.1(a) and (b)]. Governmental Unit shall submit a completed Governmental Unit Compensation Packet at least once every three months but not more frequently than once per month for reimbursement of costs identified in Clause 3, Section 3.1(a) and Section 3.1(b) of this Agreement. Governmental Unit shall submit a final invoice, complete with receipts and justifying information, for each twelve-month period of this Agreement no later than July 31 of each year. The State will process

properly completed Reimbursement Packets for compensation within thirty (30) days of receipt.

- 2) Emergency Response Reimbursement [Clause 3, Section 3.1(d)].** Governmental Unit 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 3, Section 3.1(d) above. The State will process properly completed claim forms for reimbursement within thirty (30) days of receipt.

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

4. Authorized Representatives

The State's Authorized Representative is the person below, or his successor. The State's Authorized Representative, including his designees identified in *Appendix E*, 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 or his designee will certify acceptance on each invoice submitted for payment.

Name: ~~James G. Smith~~ Daniel Krier, Fire Marshal, State Fire Marshal Division
 Address: Department of Public Safety
 445 Minnesota Street, Suite 145
 Saint Paul, MN 55101
 Telephone: ~~651.201.7402~~ 651.201.7201
 Email Address: ~~james.g.smith@state.mn.us~~ daniel.krier@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/~~her~~ successor. If the Governmental Unit's Authorized Representative changes at any time during this Agreement, the Governmental Unit must immediately notify the State in writing/email.

Name: ~~Baron (Butch) Inks~~, Fire Chief Jeramiah Melquist, Assistant Chief
 Address: Saint Paul Fire Department
 645 Randolph Avenue
 Saint Paul, MN 55012
 Telephone: 651.224.7811
 Email Address: ~~barton.inks@ci.stpaul.mn.us~~ jeramiah.melquist@ci.stpaul.mn.us

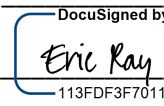
REVISION 4. APPENDIX G, “**STATE FIRE MARSHAL HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAM TYPING MATRIX**,” is hereby added to the Agreement.

The Original Agreement and any previous amendments are incorporated into this Amendment by reference. Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

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1. State Encumbrance Verification

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

Print Name: Eric Ray
 Signature: 
DocuSigned by: 113FDF3F7011420...
 Title: Contract Specialist Date: 12/15/2025
 SWIFT PO No. 3000107779 [FY26]

2. Governmental Unit: City of Saint Paul; Saint Paul Fire Department

The Governmental Unit certifies that the appropriate person(s) has(have) executed this Amendment on behalf of the City as required by applicable articles, laws, by-laws, resolutions, or ordinances.

Print Name: Barton Inks
 Signature: 
Barton Inks (Dec 11, 2025 07:37:00 CST)
 Title: Fire Chief Date: 12/11/25

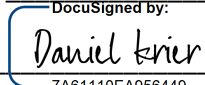
Print Name: Libby Kantner
 Signature: 
 Title: City Attorney Date: 12/10/25

Print Name: Laura Logsdon
 Signature: 
 Title: Director of Financial Services Date: 12/10/25

Print Name: Jaime Tincher
 Signature: 
Jaime Rae Tincher (Dec 11, 2025 08:53:03 CST)
 Title: Deputy Mayor Date: 12/11/25

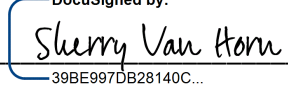
3. State: Department of Public Safety; State Fire Marshal

With delegated authority

Print Name: Daniel Krier
 Signature: 
DocuSigned by: 7A61110EA956449...
 Title: State Fire Marshal Date: 12/17/2025

4. Commissioner of Administration

As delegated to the Office of State Procurement

Print Name: Sherry Van Horn
 Signature: 
DocuSigned by: 39BE997DB28140C...
 Title: Contracts Specialist Date: 12/18/2025
 Admin ID: 78909

APPENDIX G

STATE FIRE MARSHAL

HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAM TYPING MATRIX

COMPONENT	TYPE 1	NOTES
MINIMUM PERSONNEL PER TEAM	8	Not Specified
MANAGEMENT AND OVERSIGHT PERSONNEL PER TEAM	1 - National Incident Management System (NIMS) Hazardous Materials Technician	This NIMS Hazardous Materials Technician functions as team leader.
SUPPORT PERSONNEL PER TEAM	7 - NIMS Hazardous Materials Technician	Team members function in the following roles, as necessary: 1. Hazardous Materials Technician 2. Assistant Safety Officer - Hazardous Materials 3. Hazardous Materials Technical Reference Specialist
CAPABILITY PER TEAM	All hazards, including WMD	
FIELD PRESUMPTIVE TESTING AND PUBLIC SAFETY SCREENING CAPABILITIES PER TEAM	Capable of presumptive testing, identification, and classification of known chemical substances using a variety of sources to identify associated chemical and physical properties, PLUS: Identification and classification of unknown substances using a variety of advanced chemical and radiological detection devices PLUS: Responds to unknown or suspected WMD materials and substances using specialized detection equipment	Tools include printed and electronic reference resources, safety data sheets, field testing kits, specific chemical testing kits, chemical testing strips, data derived from detection devices, and air monitoring instruments.
ATMOSPHERIC AIR MONITORING CAPABILITIES PER TEAM	Ability to use devices to detect the presence of known gases or vapors, including the ability to monitor for oxygen deficiency percentage, flammable atmosphere LEL, CO, H ₂ S, PLUS: Ability to use advanced detection equipment to detect the presence of known or unknown gases or vapors; PLUS: Advanced detection and monitoring capabilities, including ability to use WMD detection instruments	Not Specified
SAMPLING CAPABILITIES PER TEAM	Ability to perform the following activities with known toxic industrial chemicals or toxic industrial materials, according to established protocols: standard sampling, collection, containerizing, labeling, and preparation for transportation and distribution, including standard environmental sampling procedures for lab analysis 1. Ability to sample, collect, containerize, label, and prepare to transport unknown	Not Specified

	toxic industrial chemicals or toxic industrial materials—both liquid and solid—in accordance with standard collection and chain of custody protocols Ability to collect, handle, and track samples to be used as evidence Ability to use special resources that may be required for collecting air samples and handling biological materials	
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COMPONENT	TYPE 1	NOTES
SUBSTANCE DETECTION AND MONITORING EQUIPMENT PER TEAM	1. Tools for testing chemical substances to identify chemical and physical properties, including: 2. Basic testing equipment and supplies, such as chemical testing kits and testing strips 3. Direct-reading instruments, such as multi-gas meters to include O2, LEL, H2S, and CO sensing capabilities, at minimum 4. Photoionization detector (PID), with parts-per-million (ppm) sensitivity, at minimum 5. Radiological detection instruments, such as beta and gamma radiation detection and survey monitors 6. Printed and electronic reference resources 7. Safety data sheets 8. Personal dosimeter (for each team member) 9. Intermediate testing equipment, such as Fourier transform infrared (FTIR) spectroscopy or Raman spectroscopy devices 10. Intermediate volatile organic compound (VOC) instrument, with parts- per-billion (ppb) sensitivity, at minimum 11. Intermediate radiological detection instruments, such as alpha radiation detection monitors with survey capabilities 12. Advanced testing instruments, such as gas chromatography and mass spectrometry devices 13. Advanced direct-reading instruments for perimeter air monitoring, such as surface acoustic wave (SAW) or nanotechnology devices 14. Advanced radiological detection instruments, such as x-ray and neutron detection monitors and isotope identification instruments	Not Specified
RADIATION DETECTION AND MONITORING CAPABILITIES PER TEAM	1. Ability to accurately interpret readings from beta and gamma radiation detection devices 2. Ability to conduct a geographical survey search for suspected radiological sources or contamination spread 3. Ability to detect and survey for alpha, beta, and gamma radiation 4. Ability to identify and establish exclusion zones 5. Ability to identify some but not all radionuclides, including neutron detection 6. Ability to conduct environmental and personnel surveys 7. Possession of accumulative self- reading dosimetry (for each survey team member)	Not Specified

COMPONENT	TYPE 1	NOTES
PERSONAL PROTECTIVE EQUIPMENT (PPE) PER TEAM MEMBER	- Complete CPC ensembles, including: - Suit (encapsulating or non-encapsulating jumpsuit, multipiece; specifications depend on level of protection required) - Boots - Gloves - Liquid splash protection - Self-contained breathing apparatus (SCBA) or other respiratory protection, as appropriate PLUS: - Vapor-protective chemical protective clothing (CPC) - WMD-compliant CPC	Liquid splash protection must comply with NFPA 1992 standards. Vapor-protective CPC and flash-fire vapor-protective CPC must comply with NFPA 1991. Protective ensembles for first responders to WMD terrorism incidents must comply with NFPA 1994. Respiratory protection, including SCBA or air purifying respirator (APR), complies with Occupational Safety and Health Administration (OSHA) 29 Code of Federal Regulations (CFR) Part 1910.120: Hazardous Waste Operations and Emergency Response, and Part 1910.134: Respiratory Protection.
TECHNICAL REFERENCE CAPABILITIES PER TEAM	- Ability to access and use various databases, chemical substance data repositories, other guidelines and safety data sheets (print or electronic), standalone computer programs, and data available via telecommunications - Ability to interpret data collected from electronic devices and chemical testing procedures and select a response option - At minimum, access to technical references or outsourced reach-back capabilities and at least one source of air modeling with map overlay capabilities - Access to WMD references, databases, or reach-back assistance	Not Specified
INCIDENT INTERVENTION CAPABILITIES PER TEAM	- Ability to use a mechanical means of intervention and product control, such as plugging, patching, off-loading, and tank stabilization, along with environmental means such as adsorption, absorption, dams, dikes, and booms - Access to an assortment of hand tools - Advanced capabilities, including the ability to intervene and confine/control incidents involving WMD materials - Ability to use a chemical means such as neutralization and encapsulation of known and unknown chemicals, along with	Hand tools may include hammers, wrenches, pliers, screwdrivers, bung wrenches, shovels, wrecking bars, drum upenders, chisels, punches, and so on.

COMMUNICATIONS EQUIPMENT PER TEAM	mechanical means (pneumatic and standard patching systems)—including specially designed kits for controlling leaks in large atmospheric or pressurized containers	
	1. 8 handheld two-way portable radios 2. 2 smartphones 3. Color printer 4. Wireless data communications with stand-off 5. 2 laptop computers 6. Long-range optics 7. Portable weather station 8. Satellite data and voice service 9. GPS tracking and mapping	Personnel using CPC must be able to communicate appropriately and safely with each other.
DECONTAMINATION CAPABILITIES PER TEAM	Ability to support all team decontamination needs	

COMPONENT	TYPE 1	NOTES
DECONTAMINATION SUPPLIES PER TEAM	Range of supplies and equipment for conducting decontamination, commensurate with the mission assignment	Not Specified

State of MN Haz Mat JPA Amendment

Final Audit Report

2025-12-11

Created:	2025-12-10
By:	Jill LaCasse (jill.lacasse@ci.stpaul.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA90gjENqs7Lp_buYW_4uoqVSDduBEzJl5

"State of MN Haz Mat JPA Amendment" History

-  Document created by Jill LaCasse (jill.lacasse@ci.stpaul.mn.us)
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-  Document emailed to Barton Inks (barton.inks@ci.stpaul.mn.us) for signature
2025-12-10 - 1:07:30 PM GMT
-  Document emailed to Libby Kantner (Libby.Kantner@ci.stpaul.mn.us) for signature
2025-12-10 - 1:07:30 PM GMT
-  Document emailed to Laura Logsdon (Laura.Logsdon@ci.stpaul.mn.us) for signature
2025-12-10 - 1:07:30 PM GMT
-  Document emailed to Jaime Tincher (jaime.tincher@ci.stpaul.mn.us) for signature
2025-12-10 - 1:07:30 PM GMT
-  Email viewed by Libby Kantner (Libby.Kantner@ci.stpaul.mn.us)
2025-12-10 - 2:56:07 PM GMT
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Signature Date: 2025-12-11 - 1:37:00 PM GMT - Time Source: server

 Email viewed by Jaime Tincher (jaime.tincher@ci.stpaul.mn.us)

2025-12-11 - 2:52:35 PM GMT

 Signer Jaime Tincher (jaime.tincher@ci.stpaul.mn.us) entered name at signing as Jaime Rae Tincher

2025-12-11 - 2:53:01 PM GMT

 Document e-signed by Jaime Rae Tincher (jaime.tincher@ci.stpaul.mn.us)

Signature Date: 2025-12-11 - 2:53:03 PM GMT - Time Source: server

 Agreement completed.

2025-12-11 - 2:53:03 PM GMT



State of Minnesota

Joint Powers Agreement

SWIFT Contract Number: 218794

This Agreement is 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 Saint Paul, acting on behalf of the Saint Paul Fire Department, 645 Randolph Avenue, Saint Paul, MN 55102 ("Governmental Unit"). The State and Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of a Hazardous Materials Response Team ("Team") provide Incident Command technical expertise in hazard identification and emergency response in a pre-identified geographic area.

The Governmental Unit is qualified to provide Hazardous Materials Response Team services to the State and is empowered to provide such assistance under Minnesota Statutes § 471.59, subd. 10.

Agreement

1. Term of Agreement

- 1.1 **Effective Date:** July 1, 2022, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 **Expiration Date:** June 30, 2027.

2. Agreement between the Parties

The Governmental Unit will:

- (a) Respond to hazardous material incidents occurring in the Governmental Unit's normal geographic area (*see Appendix C*), and, when requested by the State, the Governmental Unit's primary response area (*see Appendix A*) and secondary response area (*Appendix B*).
- (b) Respond to any response area in the State of Minnesota (*see Appendix B*) when directed to do so by the Commissioner (*Minnesota Rules Chapter 7514.0900, subpart 1*).
- (c) Coordinate on-scene emergency response operations of the Team with local, state and federal agencies, Indian tribes, and private response organizations through the Minnesota Incident Management System (*Minnesota Rules Chapter 7514.1800, subpart 1*).
- (d) Ensure Team members are in compliance with the initial, continuing education, and team training requirements (*Minnesota Rules Chapter 7514.0600, subparts 1 to 4*); and annually certify such compliance to the Commissioner (*Minnesota Rules Chapter 7514.0600, subpart 6*).
- (e) Ensure Team members are in compliance with medical requirements (*Minnesota Rules Chapter 7514.0600, subpart 7*); and annually certify such compliance to the Commissioner (*Minnesota Rules Chapter 7514.0600, subpart 7*).
- (f) Deploy Team personnel and equipment to hazardous materials incident(s) within fifteen (15) minutes from the time a decision is made to dispatch the Team (*Minnesota Rules, Chapter*

7514.0500). For purposes of this clause, the decision to dispatch the Team will be considered made at the time the Governmental Unit's point of contact as identified in *Appendix D* is notified by the State.

- (g) Ensure compliance with all other employer requirements established in *Minnesota Rules Chapter 7514.0600*.
- (h) Conduct a formal evaluation of the hazardous materials emergency response to an incident within thirty (30) days after termination of the Team's response (*Minnesota Rules Chapter 7514.1300*).
- (i) Submit a detailed report of the Team's response to an incident as required by *Minnesota Rules Chapter 7514.0900, subpart 7*; and as required by *Minnesota Rules, Chapter 7514.1700, subparts 1 and 3*; and take appropriate measures to identify to the State the responsible person of each incident, including responsible person's social security number or federal tax identification number.
- (j) Designate one (1) primary and one (1) alternate representative to the State's Hazardous Materials Emergency Response Team Program Advisory Committee (*see Appendix F*); require one or both representatives to attend all meetings convened by the Committee; and empower each representative to make recommendations to the Committee on behalf of the Governmental Unit.
- (k) Designate one (1) primary and one (1) alternate representative (*see Appendix F*) and require each representative to train in applying operating guidelines and other administrative procedures established and identified by the State's Hazardous Materials Emergency Response Team Program (*Minnesota Rules Chapter 7514.0700, subpart 2*); and require one or both representatives to instruct other Team members.
- (l) Maintain and store emergency response vehicle(s) and equipment, whether loaned to the Governmental Unit by the State or owned by the Governmental Unit, in proper working order and ready for response at all times, except as may be necessary for the performance of routine or necessary maintenance, repairs, or replacement. Governmental Unit must immediately notify the State whenever Governmental Unit is not available for emergency response as a result of such circumstances.
- (m) Submit claims for recoverable costs to the Commissioner as required by *Minnesota Rules Chapter 7514.1700, subparts 1 and 3*; and take all appropriate measures to identify to the State the responsible person of each incident, including responsible person's social security number or federal tax identification number.
- (n) Maintain the required composition of a Hazardous Materials Emergency Response Team, including the availability for immediate response of nine (9) members minimum certified to the levels of hazardous materials technician response and training. The State recommends maintaining a level of twelve (12) members for immediate response; and the Governmental Unit agrees to obtain approval from the State's Authorized Representative or his designee prior to deploying more than twelve (12) team members to an incident.
- (o) Respond to incidents and assist local authorities at the scene of a hazardous materials incidents by providing reasonable mitigation; and recommend to the local incident manager the best means of controlling the hazard after consideration of life safety concerns, environmental effects, exposure hazards, quantity and type of hazardous material, availability of resources, or other relevant factors.

The Governmental Unit shall not subcontract any work, duties or tasks pursuant to this Agreement.

3. Payment

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

(a) **Compensation.** The State will pay the Governmental Unit up to but not exceeding **Two Hundred Sixty Thousand and 00/100 Dollars (\$260,000.00)** for expenses incurred during each twelve-month period commencing July 1 and ending June 30 for the following costs:

- 1) Capital equipment – Cost of capital equipment including vehicles.
- 2) Training – Cost of training team personnel (excluding exercise training).
- 3) Medical examinations – Cost of annual medical examinations for team personnel.
- 4) Consumable supplies – Cost of consumable supplies.
- 5) Administration – Cost of program administration.
- 6) Maintenance – Cost of equipment maintenance.

(b) Governmental Unit may deviate from its budget corresponding to the six categories identified in Clause 3.1(a), increasing and decreasing amounts between categories as needed with the exception of Category 5, Administration. The State and Governmental Unit mutually agree Administration costs shall not be increased more than 20% without prior written approval from the State's Authorized Representative.

(c) **Total Obligation.** The total obligation of the State for all compensation to the Governmental Unit corresponding to Clause 3.1(a) shall not exceed **One Million, Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00)**.

(d) **Emergency Response Reimbursement.** In addition to the Compensation identified in Clause 3.1(a) and Clause 3.1(c), the State will reimburse the Governmental Unit for reasonable and necessary expenses corresponding to and directly associated with the following costs incurred during an actual emergency response. Reimbursement costs corresponding to this section shall not exceed **Five Thousand and 00/100 Dollars (\$5,000.00)** for any single response unless authorized by the State's Authorized Representative.

1) **Hazmat Team Personnel Costs**

An hourly rate per person, including wages and fringe benefits, for two (2) hours minimum per person, up to nine (9) persons [Note: See Clause 2(n) above]. Hourly rates will be determined by and in accordance with the Governmental Unit's collective bargaining agreement(s) corresponding to personnel.

2) **Additional Wage Costs for Local Callback Personnel**

An hourly rate per person, including wages and fringe benefits, for two (2) hours minimum per person, up to nine (9) persons for hazmat team. Hourly rates will be determined by and in accordance with the Governmental Unit's collective bargaining agreement(s) corresponding to personnel.

3) **Vehicle Operating Costs**

- a) Hazardous Materials Response Teams shall be reimbursed up to \$150.00 per hour for operational costs associated with the State supplied Hazardous Materials Emergency Response apparatus.
- b) Hazardous Materials Response Teams shall be reimbursed up to \$100.00 per hour for a hazmat support vehicle.
- c) Any additional Hazardous Materials Response Team support apparatus shall be reimbursed up to \$100.00 per hour (must be approved prior to use by state fire marshal State Teams Coordinator or Supervisor).

4) **Cost of Consumable Supplies Used**

Cost for consumable supplies used shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.

- 5) **Costs of Repair or Replacement of Damaged or Destroyed Equipment**
Governmental Unit must submit an itemized invoice for actual costs incurred. If cost is estimated to exceed \$500.00, Governmental Unit shall consult with the State's Authorized Representative to determine if the State will require competitive bids or quotes prior to the repair or replacement of equipment. If the State requires a competitive solicitation, Governmental Unit must comply with the applicable municipal bidding laws.
- 6) **Communication Costs, including Long Distance and Cellular Telephone Charges**
Eligible costs are defined as cellular/mobile and land line telephone costs for voice, data, and facsimile transmissions. Governmental Unit must submit an itemized invoice for actual costs incurred.
- 7) **Administrative Costs Directly Resulting from the Emergency Response**
Up to \$500.00 per incident based on actual costs incurred. Governmental Unit may request additional administrative cost reimbursement based on an itemized invoice for actual costs incurred when extraordinary circumstances resulting from a specific State authorized emergency response are documented.
- 8) **Costs Incurred in the Use of Special Equipment (*Minnesota Rules Chapter 7514.1200*)**
Costs for this item shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.
- 9) **Costs Associated with Providing Support to Cleanup Operations (*Minnesota Rules Chapter 7514.0900, subpart 5*)**
Costs for this item shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.
- 10) **Costs Associated with Providing Standby Technical Assistance (*Minnesota Rules Chapter 7514.1600, subpart 4*)**
Costs for this item shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.
- 11) **Other Direct Costs Incurred by the Governmental Unit as a Result of the Emergency Response**
Costs for this item shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.

3.2 Payment.

- (a) **Invoices.** The State will promptly pay the Governmental Unit after the Governmental Unit 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) **Governmental Unit Compensation [Clauses 3.1(a) and 3.1(b)].** Governmental Unit shall submit a completed Governmental Unit Compensation Packet at least once every three months but not more frequently than once per month for reimbursement of costs identified in Clauses 3.1(a) and 3.1(b). Governmental Unit shall submit a final invoice, complete with receipts and justifying information, for each twelve-month period of this Agreement no later than July 31 of each year. The State will process properly completed Reimbursement Packets for compensation within thirty (30) days of receipt.
 - 2) **Emergency Response Reimbursement [Clause 3.1(d)].** Governmental Unit 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 3.1(d). The State will process properly completed claim forms for reimbursement within thirty (30) days of receipt.

4. **Authorized Representatives**

The State's Authorized Representative is the person below, or his successor. The State's Authorized Representative, including his designees identified in *Appendix E*, 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 or his designee will certify acceptance on each invoice submitted for payment.

Name: James G. Smith, Fire Marshal, State Fire Marshal Division
 Address: Department of Public Safety
 445 Minnesota Street, Suite 145
 Saint Paul, MN 55101
 Telephone: 651.201.7402
 Email Address: james.g.smith@state.mn.us

The Governmental Unit's Authorized Representative is the person 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 in writing/email.

Name: Barton (Butch) Inks, Fire Chief
 Address: Saint Paul Fire Department
 645 Randolph Avenue
 Saint Paul, MN 55102
 Telephone: 651.224.7811
 Email Address: barton.inks@ci.stpaul.mn.us

5. **Assignment, Amendments, Waiver, and Contract Complete**

- 5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- 5.2 **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 5.3 **Waiver.** If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 **Agreement Complete.** This Agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. **Liability**

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the State's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. Government Data Practices

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

9. Venue

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10. Termination

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

11. E-Verify Certification (in accordance with Minn. Stat. § 16C.075)

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

12. Counterparts

The Parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

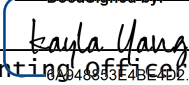
13. Electronic Signatures

The parties agree that the electronic signature of a party to this Agreement shall be valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

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1. State Encumbrance Verification

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

Print Name: Kayla Yang
 Signature: 
 Title: Accounting Office Date: 9/13/2022
 SWIFT PO No. 3000082433

2. Governmental Unit: City of Saint Paul

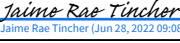
Print Name: Butch Inks
 Signature: 
 Title: Fire Chief Date: Jun 27, 2022

Print Name: John McCarthy
 Signature: 
 Title: Finance Director Date: Jun 27, 2022

Approved as to form:

Print Name: Sarah Sullivan
 Signature: 
 Title: Assistant City Attorney Date: 6/27/22

Approved as to form:

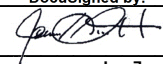
Print Name: Jaime Rae Tincher
 Signature: 
 Title: Deputy Mayor Date: Jun 28, 2022

Approved as to form:

Print Name: Kristien R. E. Butler
 Signature: 
 Title: HREEO Date: Jun 28, 2022

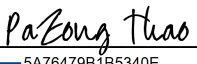
3. Department of Public Safety; State Fire Marshal

With delegated authority

Print Name: James G. Smith
 Signature: 
 Title: State Fire Marshal Date: 9/13/2022

4. Commissioner of Administration

As delegated to the Office of State Procurement

Print Name: DocuSigned by:
 Signature: 
 Title: 5A76479B1B5340E... Date: 9/16/2022
 Admin ID: _____

APPENDIX A

PRIMARY RESPONSE AREA

The Governmental Unit's primary response area is described as follows:

The entire Minnesota counties of: Ramsey; Washington; and Dakota.

APPENDIX B

SECONDARY RESPONSE AREA

The Governmental Unit's secondary response area is described as follows:

The entire State of Minnesota.

APPENDIX C

NORMAL GEOGRAPHIC JURISDICTION

The Governmental Unit's normal geographic jurisdiction is described as follows:

The corporate limits of the City of Saint Paul, Minnesota.

APPENDIX D

POINT OF CONTACT FOR TEAM DISPATCHING

The Governmental Unit's single point-of-contact for purposes of State Hazardous Materials Response Team dispatching is:

Ramsey County Emergency Communications Center

Telephone Number: 651.266.7702

Secondary

Duty Deputy Chief: 651-228-6214

24-hour emergency telephone number: 651.266.7702 or 651.291.1111

APPENDIX E

DESIGNEES OF STATE'S AUTHORIZED REPRESENTATIVE

State's Authorized Representative:

James G. Smith, Fire Marshal

Designees of State's Authorized Representative:

John Kreuser, State Emergency Response Teams Coordinator

John Ehret, Fire Service Supervisor

Amanda Swenson, Chief Deputy

Authority of Designees:

Clause 3, Section 3.1(b)

Authorization to approve increase of Governmental Unit's budgeted administration costs more than 20%

Clause 3, Section 3.1(d)

Authorization to approve "Emergency Response Reimbursement" claims in excess of \$5,000.00

Clause 4

Authorization to certify (approve) acceptance on each invoice submitted by Governmental Unit corresponding Clause 3, Section 3.1(a), Compensation

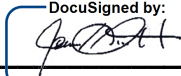
Clause 4

Authorization to certify (approve) acceptance on each claims form submitted by Governmental Unit corresponding to Clause 3, Section 3.1(d), Emergency Response Reimbursement

Clause 8

**Authorization to give instructions to the
Governmental Unit concerning release of data to a
requesting third party prior to the data being
released**

**The undersigned hereby delegates the authorities listed above to those persons identified as
Designees of State's Authorized Representative. These authorities are delegated until revoked
in writing.**

By: 
2E474A4901314DA...
Date: 9/13/2022

**James G. Smith
State Fire Marshal**

APPENDIX F

PRIMARY AND ALTERNATE REPRESENTATIVES TO THE HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAM

The Governmental Unit's primary and alternate representatives to the Hazardous Materials Regional Response Team are:

Primary Representative:

Mike Gaede

Telephone Numbers: 651.228.6212 (work); 715.497.6590 (mobile)

Email Address: Micheal.Gaede@ci.stpaul.mn.us

Alternate Representative:

Tony Farina

Telephone Number: 651-228-6259 (work); 952-826-9990 (mobile)

Email Address: Anthony.farina@ci.stpaul.mn.us



City of Saint Paul

Signature Copy

Resolution: RES 22-950

City Hall and Court
House
15 West Kellogg
Boulevard
Phone: 651-266-8560

File Number: RES 22-950

Authorizing the Fire Department to enter into a hazardous materials emergency response contract with the State of Minnesota Department of Public Safety for the time period of July 1, 2022 through June 30, 2027.

WHEREAS, Minn. Stat. Section 471.59 permits two or more governmental units to jointly exercise any power common to the parties by agreement entered into through the action of their governing bodies; and

WHEREAS, the State of Minnesota has requested and the Saint Paul Fire Department is willing to provide hazardous materials emergency response services; now, therefore, be it

RESOLVED, that the proper City officials are hereby authorized and directed to execute the attached hazardous materials emergency response contract with the State of Minnesota, Department of Public Safety. A copy of said agreement is to be kept on file and of record in the Fire Department.

At a meeting of the City Council on 6/22/2022, this Resolution was Passed.

Yea: 6 Councilmember Brendmoen, Councilmember Thao, Councilmember Tolbert, Councilmember Noecker, Councilmember Prince, and Councilmember Jalali

Nay: 0

Absent: 1 Councilmember Yang

Vote Attested by
Council Secretary

Shari Moore

Date 6/22/2022

Approved by the Mayor

Melvin Carter III

Date 6/24/2022

Clerk

Shari Moore

Date

File Number: RES 22-950

Test Signature



Shari Moore

Date

State of MN Haz Mat Contract

Final Audit Report

2022-06-28

Created:	2022-06-27
By:	Bridget Hajny (bridget.hajny@ci.stpaul.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHXZDAxEsqyJ7f3eAYUAcegim5hTQ6Vkl

"State of MN Haz Mat Contract" History

-  Document created by Bridget Hajny (bridget.hajny@ci.stpaul.mn.us)
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-  Document emailed to barton.inks@ci.stpaul.mn.us for signature
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-  Document e-signed by Butch Inks (barton.inks@ci.stpaul.mn.us)
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-  Document emailed to john.mccarthy@ci.stpaul.mn.us for signature
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-  Document e-signed by John McCarthy (john.mccarthy@ci.stpaul.mn.us)
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-  Document emailed to jaime.tincher@ci.stpaul.mn.us for signature
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 Email viewed by jaime.tincher@ci.stpaul.mn.us

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 Document e-signed by Jaime Rae Tincher (jaime.tincher@ci.stpaul.mn.us)

Signature Date: 2022-06-28 - 2:08:50 PM GMT - Time Source: server- IP address: 156.99.75.2

 Document emailed to Kristien Butler (kristien.butler@ci.stpaul.mn.us) for signature

2022-06-28 - 2:08:52 PM GMT

 Email viewed by Kristien Butler (kristien.butler@ci.stpaul.mn.us)

2022-06-28 - 2:09:29 PM GMT- IP address: 156.99.75.2

 Signer Kristien Butler changed full name at signing to Kristien R. E. Butler

2022-06-28 - 2:12:31 PM GMT- IP address: 156.99.75.2

 Document e-signed by Kristien R. E. Butler (kristien.butler@ci.stpaul.mn.us)

Signature Date: 2022-06-28 - 2:12:33 PM GMT - Time Source: server- IP address: 156.99.75.2

 Agreement completed.

2022-06-28 - 2:12:33 PM GMT

(MULTIPLE) JOINT POWERS AGREEMENT CERTIFICATION FORM

SECTION 1 – INSTRUCTIONS

Complete form for:

- Professional/Technical Service Contracts and **Joint Powers Agreements**
 - In excess of \$25,000 (Minn. Stat. 16C.08)
- Single Source Contracts

Checklist if not using SWIFT:

- ☐ 2 copies of this Certification Form
- ☐ 1 copy of your final RFP
- ☐ If contracts are estimated to be over \$50,000, submit a copy of the State Register ad
- ☐ For solicitations under \$50,000, a posting on the OSP webpage will be done
- ☐ Submit all to Department of Administration, Office of State Procurement, Professional and Technical Service Contracts, 112 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155
- ☐ If applicable, provide documentation for non-standard terms and conditions

Checklist if using SWIFT:

- ☐ Upload completed Certification Form to SWIFT
- ☐ Attach the final RFP and any document for non-standard terms and conditions

SECTION 2 - BACKGROUND

Department: Public Safety

Division: State Fire Marshal

Estimated Contract Value
(original contract period):

Estimated Contract Value
(including extension options):

Source of Funds
(indicate whether State or Federal):

\$5,000,000.00 (total of all JPAs)

\$5,000,000.00 (total of all JPAs)

State

***Original Contract Period: From: July 1, 2022, to June 30, 2027, with zero options to extend.**

***Note:** The combined contract and amendment cannot exceed five years, unless otherwise provided for by law (Minn. Stat. 16C.06 Subd. 3b(b)). Also, the term of the original contract must not exceed two years unless the commissioner determines that a longer duration is in the best interest of the state. If you are requesting that the original contract length be longer than two years, please write a justification below:

Minnesota Rules requires DPS to provide for Hazardous Materials Emergency Response efforts (HAZMAT). The only providers approved by the Commissioner of DPS are local law enforcement agencies. DPS is requesting authorization to execute five-year agreements to succeed those expiring June 30, 2022, and September 30, 2022.

Agency certifies that Minn. Stat. §471.59 allows agency to enter into this professional/technical service contract. (Please check with agency attorney general staff if you have questions.)

Nature of Contract: Provide Hazardous Materials Emergency Response services as a component of the Hazardous Materials Response Team Program. The program is composed of multiple Hazardous Materials Emergency Response Teams.

Hazardous Materials Emergency Response Teams assist local authorities by taking actions necessary to protect life, property and the environment from the effects of a release of a hazardous material. Emergency actions include, but are not limited to, preventing the release, mitigating the effects of the release and stabilizing the situation. (See Minnesota Rules, Chapter 7514.0900, subpart 2, and Minnesota Rules, Chapter 7514.0500, subpart 5.)

Hazardous Materials Emergency Response Teams assist local authorities by providing technical advice to local incident commanders, and recommending mitigation actions necessary to protect life, property and the environment that are in keeping with locally available levels of hazardous materials training and response capability. (See Minnesota Rules, Chapter 7514.0900, subparts 3 and 4.)

It is anticipated by the State Fire Marshal will execute up to eleven (11) Hazardous Materials Response Team Joint Powers Agreements.

Product or Result:

Statement of Purpose

The purpose of the Hazardous Materials Response Team Program is to establish an efficient and cost effective system which will provide support and assistance to local authorities responding to a hazardous materials incidents occurring within designated geographic locations identified by the State Fire Marshal.

Anticipated Results of the Program

As a result of the implementation of this program, the ability of the State to provide an effective public safety response to hazardous materials incidents at the request of local authorities will be enhanced. In doing, the public's safety from the effects of a hazardous materials incident will be increased, and the harmful impact of a hazardous materials release on property and the environment will be reduced.

In accordance with Minn. Stat. §16C.08, subd. 3, provide the following: (attach additional pages if necessary)

- 1) Describe how the proposed contract is necessary to achieve the agency's statutory responsibilities;

Minnesota Hazardous Materials Incident Response Act (Minnesota Statutes, chapter 299A.48 to 299A.52). The law requires the Commissioner of Public Safety to establish a hazardous materials incident response plan and system in administrative rules (Minnesota Rules, chapter 7514). Contracts written from this JPA will provide hazardous materials incidents assistance to local authorities throughout the state.

- 2) Describe your plan to notify firms or individuals who may be available to perform the services called for in the solicitation other than advertising in the State Register, on the OSP website, or in SWIFT.

No solicitation is planned. JPAs will be executed with the local law enforcement agencies approved by the Commissioner of Public Safety.

- 3) Describe the performance measures or other tools that will be used to monitor and evaluate contract performance and how the results of the work will be used.

Annual Report

The employer (Minnesota Rules, chapter 7514.0100, subpart 7) of each Hazardous Materials Emergency Response Team shall annually certify to the Commissioner that team members have received training that meets the requirements of Minnesota Rules, chapter 7514.0600, subparts 1 to 4. In addition, the employer of each Hazardous Materials Emergency Response Team shall annually certify to the Commissioner that team members met the medical requirements of Code of Federal Regulations, title 29, section 1910.120.

Hazardous Materials Emergency Response Teams shall annually provide the Commissioner with a detailed inventory of all hazardous materials vehicles, equipment, and supplies owned by the state and loaned to the contractor, and owned by the contractor.

Incident Reports

Each Hazardous Materials Emergency Response Team shall submit to the Commissioner a detailed report of its response to an incident. The report must be prepared in a manner and form prescribed by the Commissioner and, at the minimum, must include (Minnesota Rules, chapter 7514.0900, subpart 7, items A to D):

- a) *A list of all equipment used and personnel who responded;*
- b) *A description of all emergency actions taken;*
- c) *A copy of the site safety plans developed during the response; and*
- d) *Completed cost recovery forms.*

Incident Response Evaluation Reports

Each Hazardous Materials Emergency Response Team shall conduct an evaluation of a response to an incident within 30 days after termination of the team's response. The team shall give all public and private agencies involved in the response the opportunity to participate in the evaluation. The team shall prepare a written report following completion of the evaluation, a copy of which must be provided to the Commissioner within 15 days of the date the evaluation is completed. (Minnesota Rules, chapter 7514.1300)

SECTION 3 – VENDOR SELECTION METHOD

Complete ONE of the following boxes to indicate how the vendor will be selected for the proposed contract:

A. Public Solicitation

Executive Order 05-07 requires that “all vendor selection evaluations conducted under Minnesota’s “best value” statutes must consider price to be of significant importance...”

Indicate weight of price 35% (at least 30% of the evaluation points)

☐ EXCEPTION: I am requesting an exception to the State’s guideline. A memo justifying the request is attached.

COMPLETE SECTION 4, IF APPLICABLE.

B. Single Source Request

Name of Contractor: _____

☐ Attach a justification form.

A sample can be found at: <http://www.mmd.admin.state.mn.us/doc/singlesourcerequestform.doc>.

If the contract is for IT-related services (or incidental goods) in excess of \$25,000, select an option below:

☐ Services and products will meet the Minnesota IT Accessibility Standards

☐ Services/products provided by the contractor will **NOT** meet the Minnesota IT Accessibility Standards. (If so, you must complete “STEP TWO” below.)

SKIP SECTION 4. IF ACCESSIBILITY APPLICABLE, PLEASE INCLUDE IN CONTRACT.

C. Joint Powers Agreement (Minn. Stat. §471.59, subd. 1 for Professional/Technical Services)

Name of Governmental Unit: Up to an estimated 11 JPAs with law enforcement agencies pre-approved by the Commissioner of Public Safety

1) Explain how/why this governmental unit was selected. The agencies each meet or exceed the required truck and equipment requirements to support the State of Minnesota’s mission to provide hazardous materials emergency response.

2) Can this work be performed by any other governmental unit? No. In the area they provide emergency HAZMAT responses, there are no other agencies that can support the State’s mission with the required equipment they currently have.

SKIP SECTION 4. IF ACCESSIBILITY APPLICABLE, PLEASE INCLUDE IN CONTRACT.

SECTION 4 – ACCESSIBILITY – NOT APPLICABLE

(Complete for all solicitations involving IT services (and incidental goods) in excess of \$25,000)

Information on the Minnesota IT Accessibility Standards can be found at:

http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf.

STEP ONE: Accessibility Standards Verification:

Check one or both. If not applicable, proceed to Step Two.

- ☐ Applicable WCAG 2.0 Level AA requirements (WCAG 2.0) are included in the solicitation document and will be evaluated utilizing the procurement process checked below in Step Three.
- ☐ Applicable 508 (B) Technical Standards, (C) Functional Performance Criteria, and (D) Information, Documentation, and Support Requirements (Section 508) are included in the solicitation document and will be evaluated utilizing the procurement process checked below in Step Three.

STEP TWO: Accessibility Exception Request:

If Step One is not applicable, check one or both below and indicate the appropriate exception category. **Attach a memo** detailing the rationale supporting the exception request. (A full description of all exceptions can be found at

<http://www.mmd.admin.state.mn.us/pdf/AccExceptions.pdf>)

- ☐ Applicable WCAG 2.0 Level AA requirements are NOT included; and/or
- ☐ Applicable 508 (B) Technical Standards, (C) Functional Performance Criteria, and (D) Information, Documentation, and Support Requirements are NOT included because:

Exception category (Check all that apply):

- ☐ National/State Security
- ☐ Infrastructure Hardware
- ☐ Service Personnel Space
- ☐ Fundamental Alteration
- ☐ Undue Burden (must be accompanied by the form at: <http://www.mmd.admin.state.mn.us/doc/AccDetermination.doc>)

STEP THREE: Process for Evaluating Accessibility

Indicate how your RFP will be structured and which process you will use to evaluate accessibility.

(For more information, including the Accessibility Matrix, go to <http://www.mmd.admin.state.mn.us/pdf/AccMatrix.pdf> and <http://www.mmd.admin.state.mn.us/pdf/AccSupplement.pdf>.)

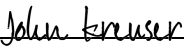
- ☐ Full Accessibility is a pass/fail requirement
- ☐ Partial Accessibility is a pass/fail requirement
- ☐ Full or Partial Accessibility is a pass/fail requirement, but Dual Responses are considered
- ☐ Full or Partial Accessibility is a pass/fail requirement and is further scored as a % of points
- ☐ Accessibility is scored as a % of points
- ☐ Proposals are short-listed prior to scoring accessibility as a % of points
- ☐ Accessibility is not considered due to an exception indicated above

SECTION 5 – AGENCY CERTIFICATIONS Pursuant to Minn. Stat. 16C.08, I certify:

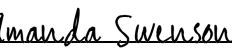
1. No state **agency** employee is (a) able and (b) available to perform the services called for by the contract
 - A. **How did you reach this conclusion:**
Other state agencies do not have the capacity or meet the requirements to fulfill the responsibilities and duties of the HAZMAT program.
 - B. **List other methods considered for accomplishing the work.** See Above
2. Unless otherwise authorized by law, a competitive proposal process shall be used to acquire professional or technical services. A competitive bidding process shall not be utilized to acquire professional or technical services.
3. The following person(s) has/have been assigned to manage the contract as well as monitor and act as liaison for the contract John Kreuser at (612)619-8964 (telephone number).
4. The agency shall not allow a contractor to begin work before the contract is fully executed unless an exception under Minn. Stat. §16C.05, subd. 2a has been granted by the commissioner and funds are fully encumbered.
5. A contract shall not establish an employment relationship between the state or the agency and any persons performing under the contract and shall not be used to circumvent the hiring freeze established by MMB on April 13, 2020.
6. In the event the results of the contract work will be carried out or continued by state employees upon completion of the contract, the contractor is required to include state employees in development and training, to the extent necessary to ensure that after completion of the contract, state employees can perform any ongoing work related to the same function.
7. The contractor and agents must not be employees of the state.
8. The terms of the contract must permit the commissioner to unilaterally terminate the contract prior to completion, upon payment of just compensation, if the commissioner determines that further performance under the contract would not serve agency purposes.
9. The agency shall not contract out its previously eliminated jobs for four years without first considering the same former employees who are on the seniority unit layoff list who meet the minimum qualifications determined by the agency.
☐ The seniority unit layoff list was reviewed on _____ (date, within past three months); **OR**
☒ Not applicable. The agency does not have an active seniority unit layoff list.
10. The terms of a contract must provide that no more than 90 percent of the amount due under the contract may be paid until the final product has been reviewed by the head of the agency entering into the contract and the head of the agency has certified that the contractor has satisfactorily fulfilled the terms of the contract, unless specifically excluded or modified in writing by the commissioner. This clause does not apply to contracts for professional services as defined in sections 326.02 to 326.15.

Reasonable efforts will be made to avoid conflicts of interest throughout the selection and performance of this contract. All potential or actual conflicts of interest will be reported to OSP.

The following three Internal Approval signatures are for agency use; they are not required by OSP.

DocuSigned by:  Activity Manager	5/13/2022
_____	Date
Division Director	Date
Assistant Commissioner (program)	Date

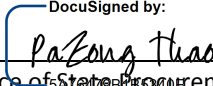
Agency Signature (required)

DocuSigned by:  Authorized Certification/Officer authorized to sign contract	5/13/2022
_____	Date

MN.IT signature (required for all IT related services)

MN.IT/BUY.IT Approval	Date
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Department of Administration Signature (required)

DocuSigned by:  Office of State Procurement/Professional Technical Approval	5/16/2022 Date
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