

JOINT POWERS AGREEMENT

Between
The City of Saint Paul
And
Ramsey County

CONCERNING JAG MISCELLANEOUS FUNDING 2022 GRANT

Federal Subaward Identification Requirements

1. Subrecipient's Name: Ramsey County
2. Subrecipient's Unique Entity Identifier: S5C3Q2AJXM83.
3. Federal Award Identification Number (FAIN): 2019DJBX0109, 2020DJBX0060 & 15PBJA-21-GG-00276-JAGX
4. Federal Award Date: June 1, 2022 - May 31, 2024
5. Subaward Period of Performance Start and End Date: May 1st, 2023, thru May 31st 2024, (or as otherwise agreed to within the Agreement)
6. Subaward Budget period Start and End Date: May 1st, 2023, to May 31st, 2024
7. Amount of Federal Funds obligated to the Subrecipient by this action by the pass-through entity: \$105,000.00
8. Total amount of Federal Funds obligated to the Subrecipient by the pass-through entity, including this current obligation: \$105,000.00
9. Total Amount of the Federal Award Committed to the Subrecipient by the pass-through entity: \$105,000.00
10. Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): Ramsey County represents a governmental entity serving nearly 500,000 residents in Minnesota. The county serves as the federally designated workforce entity for the entire county, including the City of Saint Paul. Justice Assistance Grant (JAG) funds will be used toward investments to address mental health and chemical use impacts by providing a co-responder team to connect with individuals experiencing severe and persistent mental illness who are disconnected from medical and social services. This includes funding for Clinical personnel work in the field with SPPD patrol officers to respond to emergency calls that have been identified as mental health related incidents and directing individuals to needed medical and chemical dependency services and when feasible attempt to find diversionary alternatives to arrest.
11. Name of Federal Awarding Agency, Pass-Through Entity, and Contact Information for awarding official of the Pass-Through Entity:
 - a. Originating Federal Awarding Agency: United States Department of the Treasury
 - b. State Awarding Agency: Minnesota Department of Public Safety ("State"), Office of Justice Programs, 445 Minnesota Street, Suite 2300, St. Paul, MN 55101-2139
 - c. Grant Program and Agreement No.: JAG Miscellaneous Funding 2022
 - d. Grant Contract Agreement No.: A-JAGM-2022-SPPD-00003
 - e. Pass-Through Entity: City of St. Paul Police Department, 367 Grove Street, Saint Paul, MN 55101

- f. Pass-Through Entity Awarding Official: Police Chief, Saint Paul Police Department.
12. Assistance Listing Number (ALN) and Title: CFDA 16.738 JAG (state solicitation)
13. Is award for R & D? No.
14. Indirect cost rate for the Federal Award: N/A.

This Joint Powers Agreement (the “Agreement”) is by and between Ramsey County ("County"), a political subdivision of the State of Minnesota, and the City of Saint Paul, a Minnesota municipal corporation ("City"). The County and City each a “Jurisdiction” and collectively the “Jurisdictions.”

WHEREAS, the Jurisdictions are governmental units as defined in Minnesota Statutes Section 471.59; and

WHEREAS, funding was made available to the State of Minnesota through the Byrne Justice Assistance Grants program (JAG) of the United States Department of Justice; and

WHEREAS, under CFDA 16.738, Treasury granted \$ 199,370.89 to the Minnesota Department of Public Safety (the “State”) and the State has awarded \$ 199,370.89 to the City of Saint Paul (the “City Award”) (“JAG Funds”); and

WHEREAS, JAG funding is intended to improve public safety efforts ; and

WHEREAS, the County and the City have worked together on a co-responder model, entitled the Community Outreach and Stabilization Unit (COAST) of the Saint Paul Police Department (SPPD) to improve options for individuals affected by mental health and chemical use issues; and

WHEREAS, the County and the City find that working collaboratively provides an effective response to issues of mental health and chemical use, and said collaboration supports individuals and communities, and improves overall outcomes; and

WHEREAS, the City intends to transfer \$\$105,000.00 in JAG Funds (City Award) to Ramsey County to carry out the purposes of the Minnesota Department of Public Safety JAG Grant Program set forth in this Agreement; and

WHEREAS, the City’s transfer of funds to the County will be treated as a Subaward and the City will monitor the County as a Subrecipient for JAG compliance and reporting purposes; and

WHEREAS, the Jurisdictions wish to enter into this Agreement pursuant to Minnesota Statutes section 471.59 to formalize their collaboration related to the Minnesota Department of Public Safety JAG Program and the deployment of the JAG funds for this purpose;

NOW THEREFORE, IT IS HEREBY AGREED, by and between the Jurisdictions as follows:

SECTION 1: PROGRAM PURPOSE

1.1 Purpose

In furtherance of the Jurisdictions' desires to best utilize the JAG Funds for change in response to mental health and chemical use issues, and consistent with JAG requirements, the Jurisdictions agree that collaboration on the following initiative: the COAST Unit model, will best serve the residents of Ramsey County and the City of St. Paul (referred to as "Initiative")

1. Minnesota Department of Public Safety Justice Assistance Grant (JAG) Program

SECTION 2: DEFINITIONS

In addition to those definitions provided within the Agreement, the following definitions also apply:

- Attachment A: Means the **Attachment A** attached to this Agreement, which contains all of the special conditions, financial reporting, and other requirements as detailed in the Originating Grant Award from the Minnesota Department of Public Safety Office of Justice Programs for the initiative as referenced in Section 1.1 of this Agreement.
- Attachment B: Means **Attachment B** attached to this Agreement, which contains the scope of work for the initiative as referenced in Section 1.1 of this Agreement.
- Attachment C: Means **Attachment C** attached to this Agreement, which provides a list of standard federal award requirements.
- City Program Administrator: Saint Paul Police Department Grants Management Staff designated to review and approve City Award reimbursement requests, and to oversee the monitoring and reporting obligations related to the Innovation in Community Safety Program.
- County Program Administrator: County Staff designated to facilitate and administer the Innovation in Community Safety Program.
- Date of Execution: Means the date the last Jurisdiction official signs the Joint Powers Agreement.
- Disbursement: Means a payment made on a request for reimbursement or advanced

disbursement basis.

- Program Funds: Means all funds the County receives from the City pursuant to this Agreement and all Program Income as such is defined by 2 C.F.R. § 200.1.
- Initiative Budget: Means the budget the County submits to the City for the Initiative that the City reviews and approves in writing, which the budget for the Initiative upon City approval become part of and are thereby incorporated into **Attachment A**.
- Subaward: Means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- Subrecipient: Means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal Awarding Agency.
- Uniform Guidance: Means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, found at 2 C.F.R. 200.

SECTION 3: TERM, FUND TRANSFERS, USE OF FUNDS

3.1 Term & Period of Performance

- A. Term. The term of this Agreement commences on the first date of the Subaward Period of Performance and, unless terminated earlier as provided in this Agreement, shall terminate ninety (90) days after the earlier of (1) the date on which all JAG Funds have been exhausted by the Jurisdictions or recaptured by the federal government; or (2) the end date for the Subaward Period of Performance (“Period of Performance.”) This Agreement may be extended upon mutual written agreement of the Jurisdictions.

Period of Performance. The Period of Performance for this Subaward begins on May 1, 2023, and ends on May 31, 2024. The County may use the JAG Funds to cover eligible costs incurred during this Period of Performance for the Subaward.

3.2 Use of Funds, Reimbursement and Submissions, Advanced Disbursement, and Disbursements

- A. Use of Funds. The Statements of Work/Scopes of Services for the Initiative is hereby made part of this Agreement and collectively attached hereto as **Attachments A and B**. For each Initiative, the County shall provide services as described in **Attachments A and B**. The County agrees to undertake the activities on the Statement of Work/Scope of Services for the Initiative in accordance with the terms of this Agreement, and said activities shall be completed in accordance with the applicable timeframes for the Initiative set forth in **Attachments A and B**. If the County fails to comply with the applicable timeframes for the Initiative or any other term of this Agreement (including any attachments or exhibits made part of or incorporated in this Agreement), the City may enforce remedies for noncompliance or default in accordance with 2 C.F.R. §§ 200.339-200.343.
- B. Requests for Reimbursement. The City will provide the City Award to the County on a cost reimbursement basis. Any reimbursements must be in accordance with the original grant agreement, Uniform Guidance, and City regulations and procedures. The City is under no obligation to honor or pay any request for reimbursement for an Initiative from sources other than from the City Award that have been allocated for the Initiative. Disbursement is also subject to the County carrying out the Initiative in accordance with the terms of this Agreement (including **Attachments A, B and C**). Final requests for reimbursement must be submitted within 15 days following the end of the Period of Performance or as otherwise agreed to between the parties; the request must be dated no later than the last date of the Period of Performance. The City Program Administrator shall review and approve or deny the request in accordance with this Agreement.
- C. Request for Reimbursement Submissions. The City may request verification of expenditures to ensure its own compliance with all Federal, State and local requirements. The County will respond to any questions or follow-up documentation needed by the City.
- 1.) **Periodic Invoices**. The County will invoice the City monthly.
 - 2.) **Financial Monitoring**. The City will conduct 1-2 financial monitoring visits of the County's invoices over the period of the grant. At these visits, the County will provide the City with all appropriate supporting documentation of expenses for the initiative for a given month, and the City will reconcile that those align with what the County invoiced the City for that month for the initiative.
- D. Requests for Advance Disbursement. Are not permissible for this subaward.
- E. Disbursements. The City shall use best efforts to disburse any approved portion of the City Award allocated for the Initiative to the County within two weeks following approval of a Disbursement request and shall do so no later than 30 days following approval of the

Disbursement request. Notwithstanding anything to the contrary, the City shall have no obligation to reimburse the County for any costs or expenses that the City deems an ineligible use of JAG Funds based on Award Terms and Conditions, or that is not a permitted use of JAG Funds under this Agreement or pursuant to Uniform Guidance.

SECTION 4: JOINT CONTRACTING AND PURCHASING

4.1 Joint Contracting and Purchasing

If it becomes necessary or applicable, this Agreement shall specifically authorize the joint exercise of solicitation and contracting powers (“joint exercise”) between the Jurisdictions for the purposes of carrying out the Minnesota Department of Public Safety JAG Grant Program Initiative contemplated in this Agreement. In the event that joint exercise becomes necessary, each Jurisdiction will execute contracts and/or carry out purchasing activities directly with contractors and subrecipients and all ordering and payments will be the sole responsibility of the respective Jurisdiction. Except where the Jurisdictions agree to otherwise within this Agreement, in the event that joint exercise options are pursued, the obligations, liabilities, and responsibilities of a Jurisdiction will not be the obligation, liability, or responsibility of the other Jurisdiction. For the avoidance of doubt, **Attachments A and B** specify that the County shall take on all purchasing and contracting activities related to the referenced Initiative in accordance with applicable federal, state, and local laws and regulations. The use of joint exercise will be available if needed at a future date and the City agrees to such joint exercise for the particular situation.

SECTION 5: COUNTY TERMS AND CONDITIONS

The City shall treat the County as a Subrecipient for the purposes of this Agreement and to comply with the original grant agreement and Uniform Guidance. The County shall have all of the duties and obligations of a Subrecipient as defined in 2 C.F.R. 200.1.

5.1 Scope of Services

The County shall administer the Initiative consistent with the Statement of Work/Scope of Services for the Initiative and Initiative Budget, which is attached hereto as **Attachments A and B**. The Parties agree that **Attachments A and B** may require periodic modifications without formal amendment as outlined in Section 6.6. Modifications to **Attachments A and B** without formal amendment may include: (1) Changes in project leadership; (2) stopped work as a result of staff shortages or similar unforeseen circumstances; and (3) budget modifications between approved line items within each Initiative. All other changes will be subject to the formal amendment process outlined in Section 6.6 and may not be submitted for **Attachment A & B** modification pursuant to this section. The County must submit modification requests to the City Program Administrator in a format provided by the City. The City will approve or deny the request for modification in writing, and if approved, the modification will become a part of this Agreement as of the date of approval.

5.2 Uniform Administrative Requirements

The County shall comply with the policies, guidelines, and requirements and standards (as the same may be amended, supplemented, or superseded from time to time) set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 (the “Uniform Guidance”), as applicable and specified for JAG Awards.

5.3 Prohibited Activity

The County is prohibited from using Program Funds, or personnel employed in the administration of the Initiative for political activities, sectarian, religious or anti-religious activities, lobbying, political patronage, nepotism, unionization or anti-unionization activities, or billboard advertising.

5.4 Equipment Management Requirements

The County shall comply with the procedures for managing equipment in accordance with the original grant agreement and Uniform Guidance.

5.5. Personnel

The County represents that it has engaged or will engage all personnel required to perform the services for the Initiative under this Agreement. All the services required hereunder shall be performed by the County or under its supervision, and all personnel engaged in performing the same shall be fully qualified and authorized or permitted under federal, state, and local law to perform such services.

5.6 Performance Monitoring and Reporting

The County is subject to the Federal, Uniform Administrative Requirements 2 CFR 200, including sections 200.303 (internal controls), 2CFR 200.330-332 (subrecipient monitoring), and Subpart f (audit requirements). The City may impose special conditions pursuant to 2 CFR 200.208.

- A. Performance Monitoring. The County shall participate in ongoing monitoring activities provided by the City which may include, but are not limited to, check-in calls, desk reviews and on-site visits with City staff. Further, as applicable, County shall be responsible for ongoing monitoring of its subcontractors and subrecipients.

The County agrees to furnish the City with additional programmatic and financial information it reasonably requires for effective monitoring of services, and pursuant to the original grant agreement and Uniform Guidance. Such information shall be furnished within a reasonable period, set by the City.

- B. Reporting. Upon the City’s request, the County will submit to the City Program Administrator written reports in a mutually agreeable format based on performance metrics outlined in this Agreement and **Attachments A and B**. The County agrees to provide to the City the information necessary for the City to reasonably satisfy its monitoring obligations and to

reasonably satisfy any federal and/or state reporting and accountability requirements for the City Award. All financial transactions must have supporting documentation.

5.8 Insurance

The County shall purchase and maintain such insurance as will protect the County from claims which may arise out of, or result from, the County's operations under this Agreement, whether such operations are by the County or by any contractor or subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable. Alternatively, coverage may be provided through a program of self-insurance.

The County shall secure and maintain the following coverages and comply with all provisions noted. Certificates of Insurance or a Letter of Self Insurance shall be issued evidencing such coverage to the City throughout the term of this Agreement.

- A. Commercial General Liability Insurance. All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.

\$ 1,500,000 per occurrence
\$ 2,000,000 general aggregate
\$ 2,000,000 products/completed operations total limit
\$ 1,500,000 personal injury and advertising liability

- B. Workers' Compensation and Employer's Liability

Workers' Compensation as required by Minnesota Statutes
Employer's Liability limits: \$500,000/\$500,000/\$500,000

All Certificates of Insurance/ Letters of self-insurance shall provide that the insurance company (or the County) gives the City thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in policy.

The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the County to purchase and maintain additional insurance that may be necessary in connection with this Agreement.

Certificate of Insurance/Letters of Self-Insurance must indicate if the policy is issued pursuant to these requirements. The County shall not commence work until the County has obtained the required insurance and filed an acceptable Certificate of Insurance/Letter of Self-Insurance with the City Program Administrator. Copies of insurance policies or their equivalent shall be submitted to the City upon request. Certificates/Letters shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.

5.9 Accounting Standards

The County agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices (GAAP) to properly account for

expenses incurred under this Agreement and structure the Initiative Budget to provide a separate and identifiable audit/budget trail which details all expenditures related that Initiative Budget. The County shall ensure that all payments are made in accordance with applicable federal, state, and local laws, the original grant agreement and Uniform Guidance. The County shall maintain appropriate segregation of duties for payment processing and related financial transactions. The County will provide an accounting of JAG Funds spent to date for each Initiative to the City upon request, but no more often than monthly unless such accounting is needed for the City to meet its reporting obligations related to the City Award.

5.10 Record Retention

Pursuant to Minnesota Statutes, section 138.17 and section 15.17, the County shall retain all records pertinent to expenditures incurred under this Agreement in a legible form for a period of six (6) years commencing after the later of contract close-out or resolution of any audit findings.

Records for non-expendable property acquired with Program Funds under this Agreement shall be retained for six (6) years after final disposition of such property.

Pursuant to the terms and conditions of the JAG Award Terms and Conditions, the County shall maintain records and financial documents sufficient to evidence compliance with the original grant agreement and Uniform Guidance. The County shall maintain records for a period of five (5) years after all JAG Funds have been expended or returned to Treasury, whichever is later.

The State and Federal retention requirements shall be read together so as to avoid conflict. For clarity, the later of the two dates outlined in this section shall control in relation to the County's record retention duties and obligations. The County's record keeping duties and obligations shall survive the termination or expiration of this Agreement.

5. 11 Inspections and Audits

- A. Inspections. Subject to the requirements of Minnesota Statutes section 16C.05, Subd. 5, the City, the State Auditor, the Treasury Office of the Inspector General and the Government Accountability Office, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have the right of access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, accounting practices and procedures (electronic or otherwise) of the County relating to the Initiatives or this Agreement. The County shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation, or termination.

- B. Single Audit Requirement. The County shall comply with single audit requirements as included in Subpart F of Uniform Guidance.

5.12 Data Privacy and Security –

Both Jurisdictions agree to abide strictly by Chapter 13, Minnesota Government Data Practice Act, and any other applicable data privacy and security laws and regulations. The

County represents that it may be subject to and will strictly comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and accompanying regulations at 45 CFR Parts 160 and 164, the Minnesota Health Records Act, the Confidentiality of Substance Use Disorder Patient Records regulations at 42 CFR Part 2.

During the course of the performance of the services under this Agreement, the Jurisdictions may have access to or become acquainted with not public information including, without limitation, data about mental health services or criminal complaints or investigations. The Jurisdictions acknowledge and understand the importance of complying with all laws and regulations applicable to not public information and agree not to access, use, or disclose information except with the consent of the data subject or as authorized by law. To the extent “protected health information” as defined by (HIPAA) 45 C.F.R. §160.103 is allowed by law to be used or disclosed in the course of this Agreement, the County and City will not use or disclose other than the minimum necessary protected health information required to accomplish the services in strict compliance with applicable state and federal laws and regulations.

If a Jurisdiction has responsibilities to comply with HIPAA for reasons other than this Agreement, then each Jurisdiction shall be responsible for its own compliance.

This provision will survive the termination of this Agreement.

5.13 Civil Rights Compliance/Non-Discrimination

The County agrees for itself and its successors and assigns, that during the term of this Agreement, the County shall not, in the administration of the Initiative, discriminate on the basis of race, color, creed, religion, ancestry, national origin, sex, affectional preference, disability or other handicap, age, marital status or status with regard to public assistance. The County agrees to comply with applicable provisions of applicable federal, state, and local regulations, statutes and ordinances pertaining to civil rights and non-discrimination in the application for and employment of applicants, employees, contractors, subcontractors, and suppliers of County. Federal, state, and local statutes and ordinances to which the County shall be subject under the terms of this Agreement include, without limitation:

- A. 42 U.S.C. Section 2000e, et seq. (Title VII of the Civil Rights Act of 1964);
- B. 29 U.S.C. Sections 621-624 (the Age Discrimination in Employment Act);
- C. 42 U.S.C. Section 12101-12213 (the Americans with Disability Act or ADA);
- D. 29 U.S.C. Section 206(d) (the Equal Pay Act);
- E. 8 U.S.C. Section 1324 (the Immigration Reform and Control Act of 1986);
- F. Minnesota Statutes, Chapter 363A and Section 181.59;
- G. Chapter 183 of the Saint Paul Legislative Code. The provisions of Section 183.04 of Chapter 183 are incorporated herein by reference; and
- H. All regulations and policies promulgated to enforce the above-listed laws.

5.14 Contracts and Subcontracts

The County binds itself, its partners, successors, assigns and legal representatives to the City for all covenants, agreements, and obligations herein. The County may enter into contracts or subcontracts

with any agency or individual in the performance of this Agreement without the prior written consent of the City. However, entering into such contracts shall under no circumstances relieve the County of its liabilities and obligations under the Agreement.

The County shall be responsible for the performance of all contractors and subcontractors, including subrecipients. Further, the County shall be fully responsible to employ reasonable procedures to ensure that all County contractors or subcontractors comply with the terms of this Agreement. Contracts between the County and each contractor or subcontractor shall require that the contractor's or subcontractor's services be performed in accordance with the original grant agreement, Uniform Guidance, and this Agreement. The County shall make contracts between the contractors or subcontractors available upon request. The County will comply with Minn. Stat. 471.425, ensuring prompt payment of local government bills.

SECTION 6: GENERAL TERMS & CONDITIONS

6.1 Conflict of Interest

The Jurisdictions affirm that to the best of their knowledge, their involvement in this Agreement does not result in a conflict of interest with their respective Jurisdiction, or any other party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to the either Jurisdiction, that Jurisdiction shall immediately notify the other Jurisdiction of the conflict or potential conflict in writing, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise whether it will or will not resign from the other engagement or representation. If the Jurisdiction receiving notice of the conflict or potential conflict determines that it is a violation of any applicable federal, state, or local law, such conflict or potential conflict may be cause for cancellation or termination of this Agreement.

6.2 Force Majeure

Neither Jurisdiction shall be liable for any loss or damage incurred as a result of events outside the control of the Jurisdiction ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, pandemics, legal acts of public authorities, or the acts of government in time of war or national emergency.

6.3 Termination, Special Conditions, Remedies for Non-Compliance

A. For Convenience

Either Jurisdiction may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice to the other Jurisdiction.

B. For Cause.

The Jurisdictions reserve the right to exercise available remedies pursuant to 2 CFR

200.339, and/or terminate this Agreement for cause pursuant to 2 C.F.R 200.340 if either Jurisdiction violates any of the terms or does not fulfill, in a timely and proper manner, its obligations under this Agreement. The Jurisdictions will follow all notice procedures and requirements pursuant to Uniform Guidance. If either Jurisdiction exercises its right to terminate under this Section, it will submit written notice to the defaulting Jurisdiction, specifying the nature of the breach and the date by which such breach must be cured.

C. In the Event of Termination.

In the event the City terminates this Agreement or any portion thereof pursuant to this section, the City will reimburse the County for all eligible expenditures previously incurred pursuant to this Agreement up to the date of the notice of termination and thereafter until the date of termination. Upon receipt of such notice, the County must take all necessary actions to discontinue use of City Award funds to the extent they relate to the terminated portions of this Agreement.

Alternatively, in the event the County terminates this Agreement or any portion thereof pursuant to this section, the County will promptly submit all relevant invoices and required documentation related to all previously incurred expenditures pursuant to this Agreement up to the date of the notice of termination and thereafter until the date of termination. Upon receipt of such notice, the City must take all necessary actions to reimburse the County for the previously incurred expenditures as they relate to the terminated portions of this Agreement.

6.4 Responsibility for Acts and Omissions, Insurance

Pursuant to Minn. Stat. § 471.59, Subd.1a.(a) each Jurisdiction agrees that it will be responsible for its own acts and omissions and the acts and omissions of its employees, elected officials, and agents as they relate to this Agreement and for any liability resulting therefrom, to the extent authorized by law, and will not be responsible for the acts and omissions of the other Jurisdiction or their employees, elected officials, and agents, or for any liability resulting therefrom.

Each Jurisdiction warrants that it is able to comply with the obligations of this Agreement through commercial insurance or a self-funding program.

Nothing in this Agreement constitutes a waiver by either Jurisdiction of any limitation of liability under Minnesota Statutes Chapter 466, or any other statutory or common law immunities, limits, or exceptions on liability. In accordance with Minnesota Statutes section 471.59, for purposes of determining total liability for damages, the Jurisdictions shall be considered a single governmental unit with respect to the Initiatives and the total liability for the Jurisdictions shall not exceed the limits on governmental liability for a single governmental unit as specified in

section Minnesota Statutes section 466.04, subdivision 1.

6.5 Human Rights/Affirmative Action/Economic Opportunity

The Jurisdictions agree to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance.

6.6 Amendments

Except where otherwise agreed to by the parties when making modifications as allowed under section 5.1 to the Attachments A and B, any amendment or modification to this Agreement must be in writing and will not be effective until executed by both Jurisdictions.

6.7 Interpretation of Agreement; Venue

This Agreement will be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement must be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

6.8 Severability

The provisions of this Agreement are severable, and if any provision hereof or the application of any such provision under any circumstances is held to be invalid, such invalidity will not affect any other provision of this Agreement or the application of any other provision.

6.9 Notices

Any notices required under this Agreement or communication and details concerning the activities under this Agreement shall be sent to the following contract representatives of the Jurisdictions:

Ramsey County Social Services 160 East Kellogg Blvd Saint Paul, MN 55101 Attn: Sophia Thompson	City of St. Paul 367 Grove St. Saint Paul, MN 55101 Attention: Michele Bunce
With a copy to the County Attorney 121 7 th Place East Suite 4500 Saint Paul, MN 55101 Attn: RCAO-Civil Division	With a copy to the City Attorney 15 Kellogg Blvd. West 400 City Hall Saint Paul, MN 55102 Attn: Assistant City Attorney

6.10 Conflict and Priority

This Agreement shall take precedence over any attachments, exhibits or terms and conditions that may be attached to this Agreement. In the event that a conflict is found between the provisions in this Agreement and any attachments, exhibits or terms and conditions, the terms of the Agreement shall prevail.

If any provision of this Agreement or the County's intended use of Program Funds conflicts with or is inconsistent with the Award Terms and Conditions or any other applicable federal, state, or local requirements, will control.

6.11 No Third-Party Beneficiaries

This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

6.12 Waiver

Failure to enforce any provision of this Agreement does not affect the rights of the Jurisdictions to enforce such provision in another circumstance. Neither does it affect the rights of the Jurisdictions to enforce any other provision of this Agreement at any time.

6.13 Entirety of Agreement

This Agreement and the attachments/exhibits hereto, constitute the entire and exclusive Agreement of the Jurisdictions for the Initiatives.

6.14 Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Jurisdictions shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

6.15 Recitals

The matters set forth in the Recitals of this Agreement are incorporated into and made part of this Agreement as though fully set forth as terms herein.

6.16 Attachments

The attachments to this Agreement, and all obligations and duties articulated therein, are incorporated into, and made part of this Agreement:

Attachment A	Original Grant Documents
Attachment B	Scope of Work
Attachment C	Standard Federal Award Requirements

IN FURTHERANCE WHEREOF, the Jurisdictions hereto have executed this Agreement as of the date first written above.

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Mayor/Deputy Mayor

By: _____
City of Saint Paul Police Assistant Chief

By: _____
Director, Office of Financial Services

By: _____
Director, HREEO

APPROVED AS TO FORM:

Assistant City Attorney

RAMSEY COUNTY, MINNESOTA

By: 

Ramsey County Board Chair, Trista Martinson

By: 

Ramsey County Chief Clerk, Mee Cheng

APPROVAL RECOMMENDED:


Kathleen Hedin (Sep 6, 2023 14:20 CDT)


_ Deputy County Manager, Kathy Hedin

APPROVED AS TO FORM:


Bradley Cousins (Sep 6, 2023 08:42 CDT)

_ Assistant County Attorney

ATTACHMENT A: ORIGINAL GRANT AGREEMENT AND REVISED BUDGET

	Grant Contract Agreement	Page 1 of 3
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Minnesota Department of Public Safety (“State”) Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: JAG Miscellaneous Funding 2022 Grant Contract Agreement No.: A-JAGM-2022-SPPD-00003
Grantee: City of St Paul, Police Department 367 Grove Street St Paul, Minnesota 55101-2416	Grant Contract Agreement Term: Effective Date: 6/1/2022 Expiration Date: 5/31/2024
Grantee’s Authorized Representative: Scott Hvizdos, Grants Specialist City of St. Paul, Police Department 367 Grove Street St Paul, Minnesota 55101-2416 (651) 266-5414 Sppd-grants@ci.stpaul.mn.us	Grant Contract Agreement Amount: Original Agreement \$199,370.89 Matching Requirement \$0.00
State’s Authorized Representative: Claire Cambridge, Grant Manager Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 201-7307 Claire.cambridge@state.mn.us	Federal Funding: CFDA 16.738 FAIN: 2019DJBX0109, 2020DJBX0060 & 15PBJA-21-GG-00276-JAGX State Funding: None Special Conditions: Attached and incorporated into this grant agreement. See page 3.

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subd. 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved JAG Miscellaneous Funding 2022 Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota, 55101-2139. The Grantee shall also comply with all requirements referenced in the JAG Miscellaneous Funding 2022 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee’s Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State’s Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

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

Signed: Gale Rohde Digitally signed by Gale Rohde
Date: 2022.05.18 11:22:30 -05'00'
Date: 5/18/22

3. STATE AGENCY

Signed: Tricia Hummel Digitally signed by Tricia Hummel
Date: 2022.05.18 09:30:09 -05'00'
(with delegated authority)
Title: Assistant Director
Date: _____

Grant Contract Agreement No./ P.O. No./ A-JAGM-2022-SPPD-00003 / 3-79149

Project No.(indicate N/A if not applicable): N/A

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed:
Print Name: Robert Thomasser
Title: Assistant Chief of Police
Date: 12 May 2022

Signed:
Print Name: John McCarthy
Title: Director of Financial Services
Date: 05/12/2022

Signed:
Print Name: Judy Hanson
Title: Assistant City Attorney
Date: May, 6, 2022

Signed:
Print Name: Jaime Tinchler
Title: Deputy Mayor
Date: 05/13/2022

Distribution: DPS/FAS



Special Conditions

1. Time limitations on funding use:

\$30,000.00 is available from June 1, 2022 through September 30, 2022.

\$40,000.00 is available from June 1, 2022 through September 30, 2023.

\$129,370.89 is available from June 1, 2022 through May 31, 2024.

JAG Miscellaneous Funding 2022

EXHIBIT A
A-JAGM-2022-SPPD-00003

Organization: St Paul Police Department

JAG MISC: COAST			
Budget Category	Award		
Personnel			
Sworn Officer salary and overtime	\$38,966.67	2022	
Total	\$38,966.67		
Payroll Taxes and Fringe			
Fringe and taxes	\$7,598.50	2022	
Total	\$7,598.50		
Contracted Services			
Clinical Workers - People Inc.	\$82,500.00		
Clinical workers - Ramsey County	\$42,675.20		
evaluation support - U of WI	\$10,000.00		
Total	\$135,175.20		
Indirect Costs Expense			
Indirect costs	\$11,290.52		
Total	\$11,290.52		
Program Expenses			
Program expenses	\$1,500.00	2022-72220	
Total	\$1,500.00		
Travel			
Travel to Co-responder/P.A.A.R.I. conference	\$4,215.00	2022	
Total	\$4,215.00		
Training			
Co-Responder/P.A.A.R.I. conference	\$625.00	2022	
Total	\$625.00		
Total	\$199,370.89		

2022 Minnesota Dept of Public Safety JAG Grant


Final Audit Report

2022-05-13


Created:	2022-05-06
By:	Michele Bunce (Michele.Bunce@ci.stpaul.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5ox5f8iqA-LF2sxC0ZOQr2P864nQlNvs


"2022 Minnesota Dept of Public Safety JAG Grant" History

-  Document created by Michele Bunce (Michele.Bunce@ci.stpaul.mn.us)
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-  Document emailed to Judy Hanson (judy.hanson@ci.stpaul.mn.us) for signature
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2022-05-06 - 5:41:33 PM GMT
-  Document e-signed by Judy Hanson (judy.hanson@ci.stpaul.mn.us)
Signature Date: 2022-05-06 - 5:42:36 PM GMT - Time Source: server
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2022-05-06 - 5:42:38 PM GMT
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2022-05-12 - 3:54:43 PM GMT
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2022-05-12 - 6:02:50 PM GMT

 Document e-signed by Jaime Rae Tincher (jaime.tincher@ci.stpaul.mn.us)
Signature Date: 2022-05-13 - 7:04:21 PM GMT - Time Source: server

 Agreement completed.
2022-05-13 - 7:04:21 PM GMT

MINNESOTA DEPARTMENT OF PUBLIC SAFETY

St Paul Police Department

A-JAGM-2022-SPPD-00003
JAG Miscellaneous Funding 2022

Budget Revision Justification: 07/11/2023

Grant Period: June 01, 2022 - May 31, 2024

Award: \$199,370.89

Date of Request: 7/11/2023

Please add additional information here:

As noted in the original proposal, the work of the COAST Unit is supported by multiple grants. Most of the other sources had original grant periods that ended before this grant, so our intention has always been to adjust this grant, to cover expenses that were not covered by the other grants. We now have a better sense of what we need covered by this grant.

The most significant requested revisions are to adjust the amounts needed to maintain the partnerships with the two organizations (Ramsey County and People Inc.) that provide licensed clinicians who work with the SPPD officers. In addition, the evaluation system of the project is now well established, and so we are not extending the consulting contract with the University of Wisconsin.

The travel and training lines are being repurposed because the state guidelines on travel make it difficult to fully cover the costs of planned attendance to a conference in Washington, D.C. in August. We still intend to participate, and are using other funding sources to do so.

Line Item	Current Budget \$	Remaining Balance \$	Increase or (Decrease)	New Budget Amount	Additional Detail on Change
Contracted Services (Award: \$82,500.00) - Clinical Workers - People Inc.	\$82,500.00	\$82,500.00	(\$44,351.00)	\$38,149.00	
Contracted Services (Award: \$42,675.20) - Clinical workers - Ramsey County	\$42,675.20	\$42,675.20	\$62,325.00	\$105,000.20	
Contracted Services (Award: \$10,000.00) - evaluation support - U of WI	\$10,000.00	\$10,000.00	(\$10,000.00)	\$0	
Indirect Costs Expense (Award: \$11,290.52) - Indirect costs	\$11,290.52	\$11,273.37	(\$1,634.00)	\$9,656.52	the calculation of indirect costs has changed due to the other changes requested, and thus this line is being adjusted appropriately.
Program Expenses (Award: \$1,500.00) - Program expenses	\$1,500.00	\$1,500.00	(\$1,500.00)	\$0	Originally intended for supplies for the COAST Unit's community outreach vehicle, but other sources have been secured for covering these costs.
Travel (Award: \$4,215.00) - Travel to Co-responder/P.A.A.R.I. conference	\$4,215.00	\$4,215.00	(\$4,215.00)	\$0	
Training (Award: \$625.00) - Co-Responder/P.A.A.R.I conference	\$625.00	\$625.00	(\$625.00)	\$0	
Personnel (Award: \$38,966.67) - Sworn Officer salary and overtime	\$38,966.67	\$38,726.80	\$0	\$38,966.67	no change in amount, but requesting to also allow this to be used for OT for the (civilian) Analyst position, if needed.
Payroll Taxes and Fringe (Award: \$7,598.50) - Fringe and taxes	\$7,598.50	\$7,552.56	\$0	\$7,598.50	no change in amount, but requesting to also allow this to be used for OT for the (civilian) Analyst position, if needed.
TOTAL	\$199,370.89	\$199,067.93	\$0	\$199,370.89	

Please Note: The total of this grid only accounts for the changes you are making in this budget revision. If you would like to see your total budget, please select all line items even if they are not all affected by the budget revision. This will give you your correct award amount.

ATTACHMENT B. SCOPE OF WORK

Project Executive Summary:

The City of Saint Paul Police Department (SPPD) sought and secured funding from a 2022 JAG Miscellaneous Funding grant from the Office of Justice Programs of the Minnesota Department of Public Safety (DPS) for the SPPD Community Outreach and Stabilization (COAST) Unit. The project defines a collaborative program, with Ramsey County acting as one of several partners. This scope of work outlines Ramsey County's specific obligations for a sub award from the grant.

Parties:

The COAST Unit is led by the SPPD. The project includes contributions from multiple parties. Collaborative partners contributing to the project include People Incorporated, Ramsey County, and the Saint Paul Police Department.

Scope of Project:

SPPD is engaging community partners in a multi-agency response for individuals experiencing severe and persistent mental illness who are disconnected from medical and social services and therefore are becoming increasingly at risk of arrest. Clinical personnel work in the field with SPPD patrol officers to respond to calls that have been identified as mental health related incidents, directing individuals to needed medical and chemical dependency services and when feasible attempt to find diversionary alternatives to arrest. COAST also provides service coordination and crisis stabilization services for high-risk individuals, connecting individuals to chemical dependency treatment, cognitive therapy, and social supports.

SPPD Obligations:

SPPD will provide collaborative management for COAST including coordination of working group and advisory committee meetings, and planning efforts to collectively define collaborative procedures. This includes establishing Memorandum of Understandings with agency partners, coordination of office space, and performing grant contract management. SPPD will provide investigative expertise on behalf of the project and provide law enforcement representation at working group meetings. Further, SPPD will create procedures and definitions for cross-system evaluation and dedicate a full-time data analyst to ongoing collaborative communications, and data management.

Ramsey County Obligations:

Personnel and resource commitment:

Ramsey County will dedicate 1 full time (1 FTE) mental health clinician to support COAST. The clinicians will house with the COAST collaborative onsite at SPPD offices. Specific tasks for the Mental Health Clinicians are defined in this scope of work. In addition, Ramsey County staff will assist SPPD in meeting goals defined in the included grant workplan.

Independent Agencies:

SPPD and Ramsey County will work collaboratively to develop procedures and protocols to be implemented by SPPD and Ramsey County respectively, including procedures for information sharing, collaborative work, and safety of personnel. Efforts are collaborative, but each party remains an independent contractor. SPPD and Ramsey County personnel remain under the

supervision and control of each respective party, and do not become the employees, agents, or officers of the other party by virtue of this initiative and associated agreement.

Tasks/Delivered work product:

Ramsey County commits the following tasks and deliverables as terms of the sub award:

1. *Provide representation as a committee member on the project's advisory group.*
 - Conduct outreach and engagement, especially within communities of color overrepresented in justice system:
 - o Inform the community about the COAST model.
 - o Assist in conducting trainings for community members related to response to mental health issues.
 - o Assist in conducting focus groups and listening sessions with community members most impacted by mental illness and/or developmental disabilities.
 - o Use feedback to modify the model when needed so that people most impacted by services contribute to design of culturally-competent services and alternatives.

2. *Field Screening- Mental Health Clinical Response*
 - Diagnostic screening. Ramsey County defined tool that includes suicide assessment, risk factors, lethality/threat of violence to self or others. Tiered response based on results.
 - o Determined individuals can remain in home/community.
 - o Detox –Transported to detox when individuals are under influence of drugs or alcohol that would prevent effective mental health response/assessment, in compliance with the independent authority of either law enforcement or clinical providers to enact a transport hold or other detention.
 - o Regional Medical Center- Immediate transport holds will be arranged for individuals expressing threat to harm to themselves or others. If violence is present, transports will be coordinated with SPPD Patrol. All transports will be authorized in compliance with the independent authority of either law enforcement or clinical providers to enact a transport hold or other detention.
 - Safety planning conducted for individuals who remain onsite.
 - o Support system identified.
 - o Primary mental health care provider contacted if individual is under care.
 - o Individualized, consumer driven care plan developed to enable the person to manage acute psychiatric symptoms in the least restrictive manner possible.

3. *Service Coordination/Case Management:*

Provide mental health crisis stabilization services for priority cases identified by high-end user group. Services conducted through home/field visits with mental health officers or alone if safety is not a concern.

 - *Diagnostic Assessments:* Conducted to guide care planning:
 - o ASAM Substance Abuse Criteria
 - o DSM- 5 Criteria
 - o CAGE
 - o Columbia Suicide Severity Rating Scale (when evidence of major depression exists)

- *Crisis Stabilization:*
 - o Medical Care: Appointment setting and assistance accessing physical health care.
 - o Resource Navigation: Assistance accessing eligible financial and medical benefits
 - o Chemical Dependency: Ramsey County directly provides medically monitored detoxification services and manages assessment services for publicly funded care.
 - o Mental Health Services: Brief therapeutic interventions to stabilize acute psychiatry symptoms. Interventions are trauma-informed and focus on motivational interviewing, engagement, cognitive behavioral therapy, and dialectical behavioral therapy.
- *Intensive Referral:* Transferal from stabilization to treatment, in-patient and outpatient therapy and social support services for housing, and employment. Schedule and attend initial meetings as needed during transfer to long term care.

Information Sharing/Grant Reporting

Ramsey County will ensure the program personnel and program leadership are trained in data requirements required by the grantor for activity tracking on the grant. Data collection parameters include but are not limited to demographic information for clients, services provided, and how clients are referred to COAST. Data will be maintained on an ongoing basis. Ramsey County commits to ensuring that non-personally identifiable data required for reporting is up to date and accurate for required monthly report cards submitted to SPPD. Ramsey County will provide aggregate-level client data for purposes of grant reporting.

ATTACHMENT C
Standard Federal Award Requirements

Non-Discrimination.

Subrecipient will comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

- A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e et seq. which prohibits discrimination in employment because of race, color, religion, sex or national origin.
- B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex or national origin.
- C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq. and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.
- D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq. as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.
- E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.
- F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age.
- G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Agreement.
- H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition or privilege of employment.
- I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq. and including 45 CFR Part 80, prohibits recipients of federal financial assistance from discriminating on the basis of national origin which includes not discriminating against those persons with limited English proficiency.

J. Equal Protection of the Laws for Faith-based and Community Organizations, Exec. Order No. 13279 signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

K. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

Federally Assisted Construction Contracts

For contracts exceeding \$10,000 in a year, and for single purchases exceeding \$10,000.

Definitions

Construction Work: Means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction

Contract: Means any Government contract or subcontract or any federally assisted construction contract or subcontract.

Contractor: Means, unless otherwise indicated, a prime contractor or subcontractor.

Federally Assisted

Construction Contract: Means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Equal Economic Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

Contractor Debarment, Suspension, and Responsibility Certification.

Federal Regulation 45 CFR 92.35 prohibits state and local governments from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or a local government. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Agreement, the Subrecipient Certifies: That it and its Principals and Employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Agreement: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any contractors or subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the City Program Manager should the Subrecipient come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

“Principals” for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

Anti-Lobbying and Required Certificate

Subrecipients that apply or bid for an award exceeding \$100,000 must file the required certifications pursuant to 31 U.S.C. 1352. By entering into this Agreement, Subrecipient certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each Contractor and Subcontractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient (i.e. the City) who will in turn forward the disclosure(s) to the relevant Federal Agency. If the required certification is applicable, Subrecipient, Contractor or Subcontractor must sign the certification attached hereto as Exhibit D, and complete a disclosure form if required, and submit it to the City.

Clean Air Act

Subrecipients that apply or bid for an award exceeding \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Rights to Inventions Made Under a Contract or Agreement

If this Agreement meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency (the City).

Prohibition on certain telecommunications and video surveillance services or equipment.

The City and Subrecipient are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Domestic preferences for procurements.

The Subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR19217 (Apr. 18, 1997), Subrecipients should adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipients should adopt and enforce policies that ban text messaging while driving.