

**RESOLUTION  
 CITY OF SAINT PAUL, MINNESOTA**

Presented by \_\_\_\_\_

- 1 WHEREAS, the City of Saint Paul, Police Department Bomb Disposal Unit has been awarded the 2010 State Homeland  
 2 Security Program a federally funded grant, from the State of Minnesota Department of Public Safety; and  
 3  
 4 WHEREAS, this grant provides funding for equipment, training and conducting bomb exercises for bomb technicians which  
 5 will fulfill the State of Minnesota's objectives by identifying gaps in preparedness with bomb detection, response with  
 6 specialty equipment, response with specialty vehicles and advance training of specialty bomb squads and teams; and  
 7  
 8 WHEREAS, a 2011 financing and spending plan needs to be established for these funds; and  
 9  
 10 WHEREAS, the Mayor pursuant to Section 10.07.1 of the Charter of the City of Saint Paul, does certify that there are  
 11 available for appropriation funds of \$100,002 in excess of those estimated in the 2011 budget; and  
 12  
 13 WHEREAS, the Mayor recommends that the following addition be made to the 2011 budget:

**2400 (436) Police Grant Fund - Accounting Unit 1034256 (34256)**

Account(Object Code)		CURRENT BUDGET	CHANGES	AMENDED BUDGET
<b>Spending Changes</b>				
51490 (0367)	Training or Instructional Supplies		1,000	1,000
51220 (0251)	Transportation		3,502	3,502
51225 (0252)	Lodging		3,500	3,500
51230 (0252)	Meals		1,000	1,000
51055 (0289)	Rentals - Miscellaneous		1,000	1,000
51755 (0396)	Field Equipment		5,000	5,000
52625 (0848)	Other Specialized Equipment		85,000	85,000
<b>TOTAL:</b>		<u>0</u>	<u>100,002</u>	<u>100,002</u>
<b>Financing Changes</b>				
40540 (3199)	Federal Direct Grants-State		100,002	100,002
<b>TOTAL:</b>		<u>0</u>	<u>100,002</u>	<u>100,002</u>

32 THEREFORE BE IT RESOLVED, that the Saint Paul City Council accepts this grant, approves these changes to the 2011  
 33 budget and authorizes the City of Saint Paul to enter into, and Chief Thomas E. Smith to implement the attached agreement  
 34 with the State of Minnesota Department of Public Safety.

	Yeas	Nays	Absent
Bostrom			
Carter			
Harris			
Helgen			
Lantry			
Stark			
Thune			

Requested by Department of: \_\_\_\_\_

By: Tom Smith

Approved by the Office of Financial Services

By: \_\_\_\_\_

Approved by City Attorney

By: \_\_\_\_\_

Adopted by Council: Date \_\_\_\_\_

Approved by Mayor for Submission to Council

Adoption Certified by Council Secretary

By: \_\_\_\_\_

By: \_\_\_\_\_

Approved by Mayor: Date \_\_\_\_\_

By: \_\_\_\_\_



<b>Minnesota Department of Public Safety ("State")</b> Homeland Security and Emergency Management Division 444 Cedar Street, Suite 223 St Paul, Minnesota 55101	<b>Grant Program:</b> 2010 State Homeland Security Program (SHSP)  <b>Grant Agreement No.:</b> 2010-SHSP-00737
<b>Grantee:</b> City of St Paul Police Department Bomb Disposal Unit 367 Grove Street St Paul, Minnesota 55106	<b>Grant Agreement Term:</b> <b>Effective Date:</b> 8/1/2010 <b>Expiration Date:</b> 3/31/2013
<b>Grantee's Authorized Representative:</b> Tom Smith, Chief 367 Grove Street St Paul, Minnesota 55101 Phone: (651) 266-5588 Email: tom.smith@ci.stpaul.mn.us	<b>Grant Agreement Amount:</b> Original Agreement \$ 100,002.00 Matching Requirement \$ .00
<b>State's Authorized Representative:</b> Michael Earp, Grants Specialist Homeland Security and Emergency Management Division 444 Cedar Street, Suite 223 St Paul, Minnesota 55101 Phone: (651) 201-7447 Email: michael.earp@state.mn.us	Federal Funding: CFDA 97.067 State Funding: Special Conditions: None

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

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant 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 2010 State Homeland Security Program (SHSP) Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 444 Cedar Street, Suite 223, St Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the 2010 State Homeland Security Program (SHSP) Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines ([www.wego.dps.state.mn.us](http://www.wego.dps.state.mn.us)), which are incorporated by reference into this grant 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 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 and 16C.05.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Grant Agreement No. 2010-SHSP-00737 / 2000-15383

**3. STATE AGENCY**

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**2. GRANTEE**

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

By: \_\_\_\_\_

Title: Chief of Police

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: City Attorney

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: Director, Finaancial Services

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: Director, HREEO

Date: \_\_\_\_\_

Distribution: DPS/FAS  
Grantee  
State's Authorized Representative



Grantee Name: St Paul Bomb Disposal Unit  
 Program: ALL PROGRAM COMPONENTS

Grant Number: 2010-SHSP-00737

Budget Category	Award	
Planning	\$1,000.00	
Equipment	\$90,000.00	
Training	\$8,002.00	
Exercises	\$1,000.00	
TOTAL	\$100,002.00	

**CERTIFICATION REGARDING LOBBYING**  
For State of Minnesota Contracts and Grants over \$100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Name and Title of Official Signing for Organization

By: \_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Date

07/07

# MINNESOTA DEPARTMENT OF PUBLIC SAFETY



## Division of Homeland Security and Emergency Management



### Project Information Sheet

1. **FISCAL AGENT** (This is the agency named in the grant agreement that will be responsible for the administration of the grant.)  
Legal Name: St. Paul Police Bomb Squad  
Address: 367 Grove Street  
City/ZIP Saint Paul , MN 55101  
Phone: 651-266-5768  
Fax: 651-266-5855
  
2. **AUTHORIZED REPRESENTATIVE** (This is the person whose name should appear in the grant agreement and who will be responsible for ensuring that the terms and conditions of the agreement are met. This person does not have to have signature authority, but must be an employee of the fiscal agent cited in #1.)  
Name and Title: John Adamek, Sergeant  
Address: 367 Grove Street  
Saint Paul, MN 55101  
Phone: 651-266-5768  
Fax: 651-266-5855  
john.adamek@ci.stpaul.mn.us
  
3. **PROGRAM MAIN CONTACT** (This is the person that HSEM can contact for any programmatic questions.)  
Name and Title: John Riley, Sergeant  
367 Grove Street  
City/ZIP Saint Paul, MN 55101  
651-266-5769  
Fax: 651-266-5855  
E-mail: [john.riley@ci.stpaul.mn.us](mailto:john.riley@ci.stpaul.mn.us)
  
4. **FINANCIAL CONTACT** (This is the person that HSEM can contact for any financial questions.)  
Name and Title: Amy Brown  
Address: 367 Grove Street  
City/ZIP Saint Paul, MN 55101  
Phone: 651-266-5507  
Fax: 651-266-5906  
E-mail: [amy.brown@ci.stpaul.mn.us](mailto:amy.brown@ci.stpaul.mn.us)
  
5. **CONTRACT MAILING CONTACT** (Which individual above should receive the agreement packet in the mail and be responsible for obtaining the correct signature(s) on the agreement and completing the necessary forms?)  
Name: Amy Brown

Note: If awarded, the Grant Agreement CONTRACT SIGNATORY must have the legal authority to sign for this agency as required by applicable articles, bylaws, resolutions, statute or delegation.



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**INVESTMENT PLANNING WORKSHEET**  
• (PLEASE COMPLETE AN INVESTMENT PLANNING WORKSHEET FOR EACH PROGRAM COMPONENT)

- Program Guidance
- Project Information
- Investment Planning Worksheet
- Terms and Conditions

Check for Errors  
\* = Required Field

Last modified by John Riley on 11/24/2010 12:26:15 PM

**Baseline - Description**

Describe what will be implemented and accomplished by this Investment.

Utilizing the NIMS system, Minnesota's UASI Region bomb squads have established the basic framework within which the State's explosives detection and mitigation assets are coordinated and deployed. Minnesota's UASI Region Bomb Squads have begun to exercise vigorously in preparation for attacks involving large-scale LVBIED's and attacks against a variety of critical infrastructures and cities to include but not limited to; 2 nuclear power facilities, Minneapolis International Airport, Holman Field and several other airports, the Mall of America, and the Minnesota State Capitol Complex. The optimization and standardization of Minnesota's UASI Region Bomb Squads training and equipment will enable a rapid and effective response to CBRNE related threats in the region. It will further increase the confidence, knowledge and preparedness of the bomb technicians of the UASI Region in responding to explosive devices, underwater

01000 of 1000 Characters\*

**Project - Goals and Objectives**

Explain how your project will measurably impact your Jurisdiction's Investments.

This investment will support the achievement of the State's objectives by fulfilling the identified gaps in preparedness with detection, bomb response specialty equipment, response vehicles, advance training for LVBIEDs, Underwater Hazardous Devices, and the integration of specialty teams with the bomb squads. Minnesota's UASI Region Bomb Squads target capability and programs focus on their ability to immediately respond to terrorist attacks, to include the response to all WMD's, mass casualty incidents, or other CBRNE attacks. Responding bomb technicians will be cross trained to assist as mutual aid during a CBRNE incident with a balance of personnel and specialty equipment to render safe, and assist with an incident. The investment will also provide the UASI Region with a Type I Rating, as put forth within the Explosive Device Response Operational Plan while instituting the NIMS system. Identified training will address the needs for preparedness in tactical explosive breaching and the integration of bomb technicians / tactical teams and the rendering safe and/or mitigating of Personal Borne IEDs and LVBIEDs and underwater hazardous devices. The training is designed to ensure all Minnesota UASI Region Bomb Technicians can operate together as one resource. The training will also involve refresher and in-services with monthly and quarterly mandates by the individual stakeholders. Each of Minnesota's UASI Region Bomb Squads has received substantial grant funding towards this endeavor. Members conduct quarterly meetings that incorporate local and Federal interest, FBI, ATF, TSA and have developed a cohesive approach to explosive preparedness, detection and mitigation. This investment will support the initiatives proposed in FY08. The requested enhancement will provide the necessary specialty protective and response equipment, detection

02064 of 3500 Characters\*

**Milestones**

Identify milestones and planned end dates for milestones.

#1.

To purchase State of the Art specialty and robotic tools, advanced digital x-ray equipment to mitigate an attack involving LVBIED, Personal Borne IED Attacks, and Weapons of Mass Destruction within the CBRNE initiatives and underwater harardous device response tools.

#2

Once the advanced equipment is received the necessary training on the newly acquired tools and equipment to all of the stakeholders of the bomb squads will be provided.

#3

Purchase a response vehicle to directly support CBRNE responses with onboard countermeasures, and mitigation equipment.

#4

Replace/Upgrade aging x-ray radiograph machines.

0642 of 5500 Characters\*

**Attachments:** Provide any additional information about your grant proposal.

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2010 State Homeland Security Program (SHSP)

Log #: A-SHSP-23806-2010-11608

Applicant: St Paul Bomb Disposal Unit

Status: Grant Awarded

Access Level: Application Administrator

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### HSEM TERMS AND CONDITIONS

**Check for Errors**

\* = Required Field

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**Instructions:** Right-click on the **Terms and Conditions** and select "Open in New Window" to read/print the document. Check the box below.

(If you are applying as a state agency, go to: [Terms and Conditions for State Agencies](#))

In addition to the Terms and Conditions, all Grantees must read and acknowledge the following:

1. [Federal Audit Requirements](#)
2. [Federal Assurances](#)

\* I acknowledge that I have read the Terms and Conditions in their entirety as stated within the Application materials and acknowledge that the Terms and Conditions will be incorporated into the Grant Agreement if funds are awarded to the Applicant under this Application. As authorized, if our agency is awarded funds under this Application, we will submit the required documents and certification on behalf of the Applicant Organization.

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The Grantee (which refers to the applicant's status after it has been awarded grant funds) shall comply with all applicable federal, state and local laws, ordinances, rules and regulations and provisions stated herein in the performance of the grant award.

**1. Survival of Terms**

The following clauses survive the expiration or cancellation of the award:

9. Liability; 10. Audits; 11. Government Data Practices; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction and Venue; and 16. Data Disclosure.

**2. Financial and Administrative Provisions**

The Grantee will comply with all program guidelines specified in the Grant Program Guidelines (Guidelines) and application which are incorporated herein by reference.

Budget Revisions: The Grantee will submit a written change request for any substitution of budget items or any deviation in accordance with the Guidelines included in this application. Grantees whose requests have been approved will be notified in writing by the State's Authorized Representative to the Grantee's Authorized Representative. Requests must be approved prior to any expenditure by the Grantee.

**3. Payment Terms**

Payment: 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 in accordance with the Guidelines included in this application. Expenditures for each state fiscal year (July through June) of the grant agreement must be for services satisfactorily performed within applicable state fiscal years.

Under Minn. Stat. § 16B.98 subd. 1, the Grantee agrees to minimize administrative costs.

**4. Time**

The Grantee must comply with all the time requirements described in the application and grant agreement. In the performance of the award, time is of the essence.

**5. Consideration and Payment**

The State will pay for all services performed by the Grantee under the grant agreement as a reimbursement according to the breakdown of costs contained in the Guidelines and Grantee's application that will be incorporated into the grant agreement.

Under Minn. Stat. § 16B.98, subd. 7, payments to the Grantee may not be issued until the grant agreement is fully executed.

**6. Conditions of Payment**

All services provided by the Grantee under the grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative so named in the grant agreement and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law.

**7. Authorized Representative**

The State's Authorized Representative or his/her successor, is so named in the grant agreement and has the responsibility to monitor the Grantee's performance and has the authority to accept the services provided under the grant agreement opportunity. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is so named in the grant agreement. If the Grantee's Authorized Representative changes at any time during the grant agreement, the Grantee must immediately notify the State.

**8. Assignment, Amendments, Waiver, and Grant Agreement Complete**

The Grantee may neither assign nor transfer any rights or obligations under the grant agreement without the prior consent of the State and a fully executed Amendment, executed and approved by the same parties who executed and approved the grant agreement, or their successors in office.

Any amendment to the grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.

If the State fails to enforce any provision of the grant agreement, that failure does not waive the provision or its right to enforce it.

The grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding the grant agreement, whether written or oral, may be used to bind either party.

**9. Liability**

Grantee must indemnify, save and hold the State, its agents, and employees harmless from any claims or causes of action, including all attorneys' fees incurred by the State arising from the performance of the grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under the grant agreement and subsequent grant agreements. The liability for Grantees that are municipalities is governed by Minn. Stat. § 466 and any other applicable law, rule or regulation.

**10. Audits**

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the Grantee or other party that are relevant to the grant agreement or transaction are subject to examination by the State, and/or the State Auditor or Legislative Auditor as appropriate, for a minimum of six years from the grant agreement end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Federal audits shall be governed by requirements of federal regulations.

If applicable, if the Grantee (in federal OMB Circular language known as "subrecipient") receives federal assistance from the State of Minnesota, it will comply with the Single Audit Act Amendments of 1996 as amended and Office of Management and Budget Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" for audits of fiscal years beginning after June 30, 1996; and, required audit reports must be filed with the State Auditor's Office, Single Audit Division, and with federal and state agencies providing federal assistance, and the Department of Public Safety within nine months of the Grantee's fiscal year end.

**11. Government Data Practices**

The Grantee and the State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by the State under the grant agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the Grantee under the grant agreement. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

**12. Workers' Compensation**

Grantee certifies that it is in compliance with Minnesota Statutes, § 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

**13. Publicity and Endorsement**

Any publicity regarding the subject matter of the grant agreement must be in accordance with the Guidelines included in this application. The Grantee must not claim that the State endorses its products or services.

**14. Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs the grant agreement. Venue for all legal proceedings out of the grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**15. Termination**

Termination by the State. The State may cancel the grant agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

Termination by the Grantee. The Grantee may request termination upon 30 day's notice to the State's Authorized Representative. Upon termination, the Grantee is entitled to payment for services actually performed and agrees to return any unused funds to the State.

Termination for Insufficient Funding. The State may immediately terminate the grant 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 under the grant agreement. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee 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 grant agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State receiving that notice.

Termination for Failure to Comply. The State may cancel the grant agreement immediately if the State finds that there has been a failure to comply with the provisions of the grant award, that reasonable progress has not been made or that the purpose for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

**16. Data Disclosure**

Under Minnesota Statutes, § 270C.65, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification

number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

**17. Other Provisions be it understood:**

- a. By filing of this application, the applicant has therefore obtained the necessary legal authority to apply for and receive the proposed grant;
- b. The filing of this application has been authorized by applicant's governing body, and the official who has applied his/her electronic signature to this application has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the representative of the applicant in connection with this application;
- c. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of applicant;
- d. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded;

**Agreement to Acknowledge the Terms and Conditions are Incorporated Into the Grant Agreement:**

By submitting this application, I/we [name of Applicant Organization Representative] as an authorized Representative for [Applicant Organization's Name] the Applicant, acknowledge that I have read the Terms and Conditions in their entirety as stated within the Application materials and acknowledge that the Terms and Conditions will be incorporated into the Grant Agreement if funds are awarded to the Applicant under this Application. As authorized, if the Applicant is awarded funds under this Application, I will submit the required documents and certification on behalf of the Applicant Organization.

## FEDERAL AUDIT REQUIREMENTS

1. For subrecipients that are state or local governments, non-profit organizations, or Indian tribes

If the grantee expends total federal assistance of \$500,000 or more per year, the grantee agrees to obtain either a single audit or a program-specific audit made for the fiscal year in accordance with the terms of the Single Audit Act Amendments of 1996.

Audits shall be made annually unless the state or local government has, by January 1, 1987, a constitutional or statutory requirement for less frequent audits. For those governments, the federal cognizant agency shall permit biennial audits, covering both years, if the government so requests. It shall also honor requests for biennial audits by governments that have an administrative policy calling for audits less frequent than annual, but only audits prior to 1987 or administrative policies in place prior to January 1, 1987.

For subrecipients that are institutions of higher education or hospitals

If the grantee expends total direct and indirect federal assistance of \$500,000 or more per year, the grantee agrees to obtain a financial and compliance audit made in accordance with OMB Circular A-110 "Requirements for Grants and Agreements with Universities, Hospitals and Other Nonprofit Organizations" as applicable. The audit shall cover either the entire organization or all federal funds of the organization.

The audit must determine whether the subrecipient spent federal assistance funds in accordance with applicable laws and regulations.

2. The audit shall be made by an independent auditor. An independent auditor is a state or local government auditor or a public accountant who meets the independence standards specified in the General Accounting Office's "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions."
3. The audit report shall state that the audit was performed in accordance with the provisions of OMB Circular A-133 (or A-110 as applicable).

The reporting requirements for audit reports shall be in accordance with the American Institute of Certified Public Accounts' (AICPA) audit guide, "Audits of State and Local Governmental Units," issued in 1986. The federal government has approved the use of the audit guide.

In addition to the audit report, the recipient shall provide comments on the findings and recommendations in the report, including a plan for corrective action taken or planned and comments on the status of corrective action taken on prior findings. If corrective action is not necessary, a statement describing the reason it is not should accompany the audit report.

4. The grantee agrees that the grantor, the Legislative Auditor, the State Auditor, and any independent auditor designated by the grantor shall have such access to grantee's records and financial statements as may be necessary for the grantor to comply with the Single Audit Act Amendments of 1996 and OMB Circular A-133.
5. Grantees of federal financial assistance from subrecipients are also required to comply with the Single Audit Act and OMB Circular A-133.

6. The Statement of Expenditures form can be used for the schedule of federal assistance.
7. The grantee agrees to retain documentation to support the schedule of federal assistance for at least four years.
8. **Required audit reports must be filed with the State Auditor's Office, Single Audit Division, and with federal and state agencies providing federal assistance, and the Department of Public Safety within nine months of the grantee's fiscal year end.**

OMB Circular A-133 requires recipients of more than \$500,000 in federal funds to submit one copy of the audit report within 30 days after issuance to the central clearinghouse at the following address:

Bureau of the Census  
Data Preparation Division  
1201 East 10th Street  
Jeffersonville, Indiana 47132

Attn: Single Audit Clearinghouse

The Department of Public Safety's audit report should be addressed to:

Minnesota Department of Public Safety  
Office of Fiscal and Administrative Services  
444 Cedar Street  
Suite 126, Town Square  
St. Paul, MN 55101-5126

FEDERAL EMERGENCY MANAGEMENT AGENCY  
Assurances Non-Construction Programs (Page 1)

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.



FEDERAL EMERGENCY MANAGEMENT AGENCY  
Assurances Non-Construction Programs (Page 2)

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.



Minnesota Department of Public Safety  
 Homeland Security and Emergency Management Division

444 Cedar Street, Suite 223  
 Saint Paul, MN 55101

Grantee Name: St Paul Bomb Disposal Unit

Application Number: A-SHSP-23806-2010-11608

Program: State Homeland Security Program/Investment #03: State Teams - Bomb

Planning				
Description		Award		
bomb response planning	funding for bomb response planning	\$1,000.00		
Sub-Total		\$1,000.00		
Equipment				
Description		Award		
Bomb Disposal Equipment	Equipment used to detect, mitigate, and render safe explosive devices	\$90,000.00		
Sub-Total		\$90,000.00		
Training				
Description		Award		
Bomb training	Bomb response training budget	\$8,002.00		
Sub-Total		\$8,002.00		
Exercises				



**Minnesota Department of Public Safety  
Homeland Security and Emergency Management Division**

444 Cedar Street, Suite 223  
Saint Paul, MN 55101

Grantee Name: St Paul Bomb Disposal Unit

Application Number: A-SHSP-23806-2010-11608

Program: State Homeland Security Program/Investment #03: State Teams - Bomb

Description	Award
Bomb exercise	\$1,000.00
Bomb exercise budget	
Sub-Total	\$1,000.00
Total (this program component)	\$100,002.00
Allocation	\$100,002.00
Balance	\$0.00



Grantee Name: St Paul Bomb Disposal Unit  
 Program: ALL PROGRAM COMPONENTS

Application Number: A-SHSP-23806-2010-116

Budget Category	Award	
Planning	\$1,000.00	
Equipment	\$90,000.00	
Training	\$8,002.00	
Exercises	\$1,000.00	
Allocation	\$100,002.00	
Balance		
TOTAL	\$200,004.00	