

RESOLUTION CITY OF SAINT PAUL, MINNESOTA

Presented by _____

1 WHEREAS, the City of Saint Paul, Police Department (SPPD) was awarded an amendment to the Juvenile
 2 Accountability Block Grant – Special Projects 2012 by the State of Minnesota, Department of Public Safety (RES
 3 13-32); and
 4

5 WHEREAS, the 2013 financing and spending plan needs to be amended in the Police Department special funds for
 6 this grant amendment; and
 7

8 WHEREAS, the Mayor pursuant to Section 10.07.1 of the Charter of the City of Saint Paul, does certify that there
 9 are available for appropriation funds of \$79,500 in excess of those estimated in the 2013 budget; and
 10


11 WHEREAS, the Mayor recommends that the following addition be made to the 2013 budget:
 12
 13

436 (2400) Police - Special Fund - Activity (34264 JABG Special Projects 2012)

Obj Code (Account)		CURRENT BUDGET	CHANGES	AMENDED BUDGET
Spending Changes				
0141 (50190)	Overtime	8,616	8,632	17,248
0219 (52610)	Professional Fees	-	62,000	62,000
0241 (52290)	Other - Printing	1,750	5,000	6,750
0367 (54310)	Training - Instructional	2,083	-	2,083
0389 (55860)	Other - Miscellaneous Supplies	-	2,500	2,500
0439 (51930)	Fringe Benefits	1,811	1,368	3,179
		14,260	79,500	93,760
Financing Changes				
3100	Fed Grants-State Administered	14,260	79,500	93,760
		14,260	79,500	93,760

29 THEREFORE BE IT RESOLVED, that the Saint Paul City Council approves these changes to the 2013 budget.

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Carter			
Lantry			
Stark			
Thune			
Tolbert			

Requested by Department of: **POLICE**

 By: **Thomas E. Smith, Chief of Police**
 Approved by the Office of Financial Services
 By: _____
 Approved by City Attorney
 By: _____
 Approved by Mayor for Submission to Council
 By: _____

Adopted by Council: Date _____
 Adoption Certified by Council Secretary
 By: _____
 Approved by Mayor: Date _____
 By: _____



Minnesota Department of Public Safety ("State") Commissioner of Public Safety Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139		Grant Program: Juvenile Accountability Block Grant – Special Projects 2012 Grant Agreement No.: A-JABGSP-2012-SPPD-00000 Grant Amendment No.: 2	
Grantee: City of St Paul Police Department 367 Grove Street St Paul, Minnesota 55106-2416		Grant Agreement Term: Effective Date: 8/12/2011 Expiration Date: 8/12/2013 <u>03/31/2014</u>	
Grant Matching Requirement:		Grantee Agreement Amount:	
Original Agreement Amount	\$6,356.00	Original Agreement Amount	\$57,200.00
Previous Amendment(s) Total	N/A	Previous Amendment(s) Total	N/A
Current Amendment Amount	<u>\$10,000.00</u>	Current Amendment Amount	<u>\$90,000.00</u>
Total Agreement Amount	<u>\$16,356.00</u>	Total Agreement Amount	<u>\$147,200.00</u>

In this Amendment deleted agreement terms will be struck out and added agreement terms will be underlined.

Revision 1. Exhibit A of the Original Grant Agreement is replaced by Revised Exhibit A which is attached and incorporated into this Grant Agreement. Any references to Exhibit A in the Original Grant Agreement now refer to Revised Exhibit A.

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

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 13.01 and § 13.02.

ORIGINAL SIGNED

Signed: _____
Date: FEB 22 2013

GALE ROHDE

Grant Agreement No. A-JABGSP-2012-SPPD-00000/3-766639724 3-13583

3. STATE AGENCY

By: _____
(with delegated authority)
Title: Assistant Director
Date: 2/7/13

2. GRANTEE

By: [Signature]
Title: Chief of Police
Date: _____

By: [Signature]
Title: St. Paul City Attorney
Date: 1-15-13

By: [Signature]
Title: Director, Office of Financial Services
Date: 1-16-13

By: [Signature]
Title: Mayor
Date: 1/18/13

By: [Signature]
Title: Human Rights and Equal Economic Opportunity
Date: 1/25/13

Distribution: DPS/FAS
Grantee
State's Authorized Representative

MINNESOTA DEPARTMENT OF PUBLIC SAFETY



OFFICE OF JUSTICE PROGRAMS



Grantee: St Paul Police Department
 Grant Number: A-JABGSP-2012-SPPD-00000
 Program
 Component: JABG Game Grant

BUDGET LINE ITEM	MATCH		AWARD	
Contract Services		\$0.00		\$35,000.00
Office Expenses		\$0.00		\$2,083.00
Other Expenses	\$0.00	\$10,000.00	\$8,245.00	\$98,245.00
Payroll Taxes & Fringe		\$0.00		\$1,900.00
Personnel		\$6,356.00		\$9,972.00
TOTAL	\$6,356.00	\$16,356.00	\$57,200.00	\$147,200.00

EXHIBIT A

Budget Summary

Budget Category	Award	Match
Special Project: JAEG Game Grant		
Contract Services		
Contract with 180 Degrees	\$35,000.00	\$0.00
Total	\$35,000.00	\$0.00
Office Expenses		
Lap Top Computer	\$2,083.00	\$0.00
Total	\$2,083.00	\$0.00
Other Expenses		
Administrative Fee		
Printing Cost for Think First Cards	\$3,245.00	\$0.00
Total	\$5,000.00	\$0.00
Payroll Taxes & Fringe		
Fringes on officer overtime	\$8,245.00	\$0.00
Total	\$1,900.00	\$0.00
Personnel		
10 year patrol officers overtime for fifty two hour presentations	\$9,972.00	\$0.00
Commander hour salary	\$0.00	\$6,356.00
Total	\$9,972.00	\$6,356.00
Allocation	\$57,200.00	\$6,356.00
Balance	\$57,200.00	\$6,356.00
	\$0.00	\$0.00

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.

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.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application 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 under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—