

## RESOLUTION CITY OF SAINT PAUL, MINNESOTA

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

1 WHEREAS, the City of Saint Paul, Police Department (SPPD) was sub-granted by Ramsey County the 2013  
 2 NHTSA: Toward Zero Deaths Enforcement grant from the State of Minnesota, Department of Public Safety (02-  
 3 16766-G); and  
 4

5 WHEREAS, Ramsey County has received an amendment to the grant agreement from the State of Minnesota and  
 6 wishes to amend the contract with SPPD, increasing the grant amount and extending the term of the agreement; and  
 7

8 WHEREAS, the 2014 financing and spending plan needs to be amended in the department budget for this grant  
 9 amendment; and  
 10

11 WHEREAS, the Mayor pursuant to Section 10.07.1 of the Charter of the City of Saint Paul, does certify that there  
 12 are available for appropriation funds of \$26,444 in excess of those estimated in the 2014 budget; and  
 13

14 WHEREAS, the Mayor recommends that the following addition be made to the 2014 budget:  
 15

**Police Grants - Accounting Unit 20023862 Activity G2312656534147**

Account	Spending Changes	CURRENT BUDGET	CHANGES	AMENDED BUDGET
60180	Overtime - Sworn	104,565	20,000	124,565
61010	Medicare Regular	1,154	725	1,879
61130	Police Pension	12,173	7,650	19,823
51930	Indirect Fringe	3,931	(3,931)	-
72905	Special Materials and Supplies	-	2,000	2,000
TOTAL:		121,823	26,444	148,267

Account	Financing Changes	CURRENT BUDGET	CHANGES	AMENDED BUDGET
43201	Federal Grant Other Admin	121,823	26,444	148,267
TOTAL:		121,823	26,444	148,267

28 THEREFORE BE IT RESOLVED, the City of Saint Paul Police Department enters into the amended agreement  
 29 with Ramsey County; and  
 30

31 THEREFORE BE IT RESOLVED, that the Saint Paul City Council approves these changes to the 2014 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: \_\_\_\_\_

**AMENDMENT TO CONTRACT #02-16766-G**

**THIS AGREEMENT**, made and entered into this 26th day of February 2014, by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as “**Provider**” and **Ramsey County** whose address is a political subdivision of the State of Minnesota, hereinafter referred to as “**County**”.

The Provider and County, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree to amend contract #02-16766-G as follows:

**SECTION 1: Scope of Services.**

A. Provider agrees to provide services or perform activities as related to its individual entity as described in the attached state grant award (Attachment A) and Grant Agreement Amendment, (Attachment B) and agrees to comply with all special conditions, financial reporting, and other requirements as detailed in Attachment A and Attachment B.

**SECTION 2: Time for Completion**

A. The services described in Section 1 shall be commenced on October 1, 2012, and will be completed in accordance with the schedule mutually agreed upon with the County through ~~September 30, 2013~~ September 30, 2014.

**SECTION 3: Billings, Payment and Reporting**

A. For the Provider’s faithful performance of this Agreement, the County hereby agrees to compensate the Provider in the amounts and according to the Provisions of Attachment A and Attachment B. Total payments to the Provider shall not exceed \$123,945.51 \$259,018.84.

Except as amended herein, the terms and conditions of the original contract as referenced herein remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

**For the City of Saint Paul:**

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Director Office of Financial Services

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Director of Human Rights and Equal Economic Opportunity

**For Ramsey County:**

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

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

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


Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_

	Grant Agreement Amendment	Page 1 of 2
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<b>Minnesota Department of Public Safety ("State")</b> Office of Traffic Safety 445 Minnesota Street, Suite 150 Saint Paul, Minnesota 55101	<b>Grant Program:</b> 2013 NHTSA: Toward Zero Deaths Enforcement Grant  <b>Grant Agreement No.:</b> ENFORCE13-2013-RAMSEYSD-00031 <b>Grant Amendment No.:</b> 1
<b>Grantee:</b> Ramsey County Sheriff's Office Deputy Tim Entner 425 Grove Street St. Paul, Minn., 55102	<b>Grant Agreement Term:</b> <b>Effective Date:</b> October 1, 2012 <b>Expiration Date:</b> September 30, 2014
<b>Grant Matching Requirement:</b> Original Agreement Amount \$0.00 Previous Amendment(s) Total \$0.00 Current Amendment Amount <u>\$18,300.00</u> Total Agreement Amount <u>\$18,300.00</u>	<b>Grantee Agreement Amount:</b> Original Agreement Amount \$640,514.00 Previous Amendment(s) Total \$0.00 Current Amendment Amount <u>\$672,450.00</u> Total Agreement Amount \$1,312,964.00
<b>State's Authorized Representative</b> Jean-Ryan <u>Bruce Johnson</u> 445 Minnesota Street, Town Square Ste 150, St. Paul, MN (651) 201-7074 (651) 201-7067 jean.m.ryan@state.mn.us bruce.a.johnson@state.mn.us	Federal Funding: CFDA 20.600, 20.608 and <u>20.616</u>  State Funding: None

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

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 now refer to Revised Exhibit A.

**Special Conditions:**

**Time Limitation on Funding Use:**

\$640,514.00 is available from Oct. 1, 2012 through Sept. 30, 2013. Funds in the original agreement amount that are not expended by the Grantee by Sept. 30, 2013 will be canceled and not available in the following federal fiscal year of this grant.

\$672,450.00 is available from Oct.1, 2013 through Sept. 30, 2014.

The Ramsey County Sheriff's Office is the fiscal agent for the following agencies:

Maplewood Police Department	Mounds View Police Department
New Brighton Police Department	North St. Paul Police Department
Roseville Police Department	St. Anthony Police Department
St. Paul Police Department	White Bear Lake Police Department

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**



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. §§ 16A.15 and 16C.05.*

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

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

**3. STATE AGENCY**

By: Naama Buger  
(with delegated authority)

Title: Chief

Date: 12-6-13

Grant Agreement No.: ENFORCE13-2013-RAMSEYS-00031  
PO No.: 3-13400

**2. GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.*

By: Kathleen A. Kapur

Title: County Manager

Date: 11/18/13

By: John Gorton

Title: Sheriff

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

*Approved as to form:  
Karen Fleischner  
Assistant County Attorney  
11/15/13*

Distribution: DPS/FAS  
Grantee  
State's Authorized Representative



Budget Summary

FFY13	Requested Amount	Match
<b>Budget Category</b>		
Administration		
Both Paid and Matching Administration Costs	\$14,000.00	\$0.00
<b>Total</b>	\$14,000.00	\$0.00
Dispatch		
Dispatching Hi Viz DWI Events & Grant period.	\$15,000.00	\$0.00
<b>Total</b>	\$15,000.00	\$0.00
Enforcement - Belt/Speed/Distracted/Move Over		
Ot Enforcement for Belts / Speed / Distracted / Move Over	\$213,498.00	\$0.00
<b>Total</b>	\$213,498.00	\$0.00
Enforcement - DWI		
Ot Enforcement for Hi Viz DWI	\$380,016.00	\$0.00
<b>Total</b>	\$380,016.00	\$0.00
Equipment		
Radar and Laser & In Squad Camera Equipment	\$15,000.00	\$0.00
<b>Total</b>	\$15,000.00	\$0.00
Equipment - Alcohol		
Equipment -Pbts-Dry Gas	\$3,000.00	\$0.00
<b>Total</b>	\$3,000.00	\$0.00
Operating Expenses		
Non reimbursed Operating Expenses-Gas	\$0.00	\$0.00
<b>Total</b>	\$0.00	\$0.00
<b>Total</b>	\$640,514.00	\$0.00
FFY14		
<b>Budget Category</b>	<b>Requested Amount</b>	<b>Match</b>
Administration		
Administration	\$15,150.00	\$0.00
<b>Total</b>	\$15,150.00	\$0.00
Dispatch		
Dispatch	\$15,000.00	\$0.00
<b>Total</b>	\$15,000.00	\$0.00

Budget Summary

Enforcement - DWI			
Enforcement - DWI	\$401,280.00		\$0.00
<b>Total</b>	\$401,280.00		\$0.00
Equipment			
Equipment	\$18,300.00		\$18,300.00
<b>Total</b>	\$18,300.00		\$18,300.00
Operating Expenses			
Operating Expenses	\$0.00		\$0.00
<b>Total</b>	\$0.00		\$0.00
Enforcement - Seat Belt			
Enforcement - Seat Belt	\$132,240.00		\$0.00
<b>Total</b>	\$132,240.00		\$0.00
Enforcement - Speed/Move Over			
Enforcement- Speed / MO	\$64,680.00		\$0.00
<b>Total</b>	\$64,680.00		\$0.00
Enforcement - Distracted			
Enforcement - Distracted	\$25,800.00		\$0.00
<b>Total</b>	\$25,800.00		\$0.00
<b>Total</b>	\$672,450.00		\$18,300.00
<b>Total</b>	\$1,312,964.00		\$18,300.00

**Agencies:**                      **Overtime Enforcement**                      **Paid Admin**                      **Dispatch**                      **Equipment**

Maplewood Pd	\$	81,120.00			2033.33
Mounds View Pd	\$	43,680.00			2033.33
New Brighton Pd	\$	49,920.00			2033.33
North St Paul Pd	\$	37,440.00			2033.33
Ramsey Co Sheriff	\$	81,120.00	\$ 15,150.00		2033.36
Roseville Pd	\$	68,640.00			2033.33
St Anthony Pd	\$	62,400.00			2033.33
St Paul Pd	\$	131,040.00			2033.33
White Bear Lake Pd	\$	68,640.00			2033.33
Ramsey Co ECC				\$ 15,000.00	

**Totals**                      **\$**                      **624,000.00**                      **\$ 15,150.00**                      **\$ 15,000.00**                      **\$ 18,300.00**

**Grant Total**                      **\$**                      **672,450.00**

Agreement # 02-16766-6**Between the City of Saint Paul and Ramsey County**

THIS AGREEMENT, made and entered into this 1st day of January, 2013, is by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "**Provider**" and Ramsey County, a political subdivision of the State of Minnesota, hereinafter referred to as "**County**."

The County and Provider, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

**SECTION 1: Scope of Services.**

A. Provider agrees to provide services or perform activities as related to its individual entity as described in the attached state grant award (Attachment A) and agrees to comply with all special conditions, financial reporting, and other requirements as detailed in Attachment A.

**SECTION 2: Time for Completion.**

A. The services described in Section 1 shall be commenced on October 1, 2012, and will be completed in accordance with the schedule mutually agreed upon with the County through September 30, 2013.

B. Provider shall not proceed with any task outside of the grant award without specific authorization from the Project Manager designated by the County.

C. There will be no extension of this contract beyond the date outlined above.

**SECTION 3: Billings, Payment and Reporting.**

A. For the Provider's faithful performance of this Agreement, the County hereby agrees to compensate the Provider in the amounts and according to the provisions of Attachment A. Total payments to the Provider shall not exceed \$123,945.51.

B. The above amounts shall fully compensate the Provider for all costs. No claim for services and/or costs provided by the Provider, not specifically provided for in this Agreement will be honored by the County.

C. The Provider shall submit an itemized invoice as well as detailed backup documents to the County on a quarterly basis. The Provider will be provided with the deadline for submitting the detailed backup after the grant reporting deadlines have been finalized. The Provider shall submit the detailed backup within the budget categories as detailed on Attachment B. Upon receipt of the invoice and verification of the charges by the Project Manager, payment shall be made by the County to Provider within thirty (30) days of receipt.

D. Provider shall submit programmatic reporting as requested by the fiscal agent, Ramsey County, on a quarterly basis. No payments shall be made to Provider without programmatic reports completed by the due date.

E. In the event the Provider fails to comply with any terms or conditions of the Agreement or grant award (see Attachment A) or to provide in any manner the work or services as agreed to herein, the County reserves the right to withhold any payment until the County is satisfied that corrective action has been taken or completed. This option is in addition to and not in lieu of the County's right to termination as provided in other sections of this Agreement.

**SECTION 4: Project Management.**

A. The County requires the Provider to assign specific individuals as principal project members and to assure that the major work and coordination will remain the responsibility of these individuals during the term of the Agreement. Removal of any principal project member without replacement by equally qualified individuals or without the prior written approval of the County is grounds for termination of the Agreement by the County. Provider's principal project member is:

Sergeant Stuart Burke  
367 Grove Street  
Saint Paul, Minnesota  
651-266-5582

B. The Provider has designated Amy Brown, Research and Grants Manager, as the Project Manager for this Agreement, and the individual to whom all communications pertaining to the Agreement shall be released. The Project Manager shall have the authority to transmit instructions, receive information, authorize amendments or changes to the Agreement, and interpret and define the Provider's policies and decisions pertinent to the work covered by this Agreement.

**SECTION 5: County Responsibilities.**

A. County agrees to provide the Provider with access to any information from County documents, staff, and other sources needed by the Provider to complete the work described herein.

**SECTION 6: Work Products, Records, Dissemination of Information.**

A. For purposes of this Agreement, the following words and phrases shall have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended.

*"Work product"* shall mean any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that results from the Provider's services under this Agreement.

*"Supporting documentation"* shall mean any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other form, belonging to the Provider and pertaining to work performed under this Agreement.

*"Business records"* shall mean any books, documents, papers, account records and other evidences, whether written, electronic, or in other form, belonging to the Provider and pertaining to work performed under this Agreement.

B. All deliverable work products and supporting documentation that result from the Provider's services under this Agreement shall be delivered to the County and shall become the property of the County after final payment is made to the Provider with no right, title, or interest in said work products or supporting documentation vesting in the Provider.

C. Unless otherwise required under State or Federal data privacy law, the Provider agrees not to release, transmit, or otherwise disseminate information associated with or generated as a result of the work performed under this Agreement without prior knowledge and written consent of the County.

D. In the event of termination, all documents finished or unfinished, and supporting documentation prepared by the Provider under this Agreement, shall be delivered to the County by the Provider by the termination date and there shall be no further obligation of the County to the Provider except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination.

E. The Provider agrees to maintain all business records in such a manner as will readily conform to the terms of this Agreement to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the County, the Auditor of the State of Minnesota, or other duly authorized representative.

F. The Provider agrees to abide strictly by Chapter 13, Minnesota Statutes (Minnesota Government Data Practice Act) as well as any other applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units which are now or hereafter promulgated insofar as they relate to the Consultant's/Provider's performance of the provisions of this Agreement.

#### **SECTION 7: Equal Opportunity Employment.**

A. The Provider will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, gender, age, sexual orientation, or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, age, sexual orientation, or national origin.

This provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising, layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

#### **SECTION 8: Compliance with Applicable Law.**

The Provider agrees to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental

units, which are now or hereafter promulgated insofar as they relate to the Consultant's/Providers performance of the provisions of this Agreement. It shall be the obligation of the Provider to apply for, pay for, and obtain all permits and/or licenses required.

**SECTION 9: Independent Contractor.**

A. It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of the Provider to the County is that of an independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find the Provider an employee of the County, and the Provider shall be entitled to none of the rights, privileges, or benefits of Ramsey County employees.

**SECTION 10: Subcontracting.**

A. The Provider agrees not to enter into any subcontracts for any of the work contemplated under this Agreement (unless specifically outlined in the federal grant) without obtaining prior written approval of the County.

**SECTION 11: Hold Harmless.**

That each party will responsible for their own acts or omissions for their employees, agents and officials. Nothing in this agreement shall constitute a waiver by either party of any statutory or common law defenses, immunities, or limits or exceptions on liability.

**SECTION 12: Assignment.**

A. The County and the Provider each binds itself and its successors, legal representatives, and assigns of such other party, with respect to all covenants of this Agreement; and neither the County nor the Provider will assign or transfer their interest in this Agreement without the written consent of the other.

**SECTION 13: Termination.**

A. This Agreement will continue in full force and effect until completion of the Provider's services as described herein unless either party terminates it at an earlier date. Either party to this Agreement may terminate it by giving no less than thirty (30) days written notice of the intent to terminate to the other party.

B. With Cause. The County reserves the right to suspend or terminate this Agreement if the Provider violates any of the terms or conditions of this Agreement or does not fulfill, in a timely and proper manner, its obligations under this Agreement as determined by the County. In the event that the County exercises its right to suspend or terminate under this Section, it shall submit written notice of suspension to the Provider, specifying the reasons therefore, and the date upon which such suspension becomes effective. Within ten days of receipt of such notice, the Provider shall take all actions necessary to cure the default. If the Provider fails to cure the default within the ten day period, the Agreement is immediately terminated. Upon termination of this Agreement, the Provider shall discontinue further commitments of funds under this Agreement.

C. In the event of termination, the County will pay the Provider for all services actually timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until



the date of termination. The Provider will deliver all work products and supporting documentation developed up to the date of termination prior to the County rendering final payment for services.

**SECTION 14: Default by Provider.**

A. In the event Provider fails or neglects to comply with any term or condition of this Agreement or to provide the services stated herein, County shall have the right, after written notice, to cease payment hereunder. This remedy shall be in addition to any other remedies, including termination, available to the County in law or equity. The County shall be entitled to recover reasonable attorney's fees and costs of collection associated with enforcing its rights hereunder.

**SECTION 15: Amendment or Changes to Agreement.**

A. The County or the Provider may request changes that would increase, decrease, or otherwise modify the Scope of Services.

B. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

C. Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "this Agreement" as used herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

**SECTION 16: Notices.**

A. Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

To Provider:  
Amy Brown  
Saint Paul Police Department  
367 Grove Street  
Saint Paul, MN 55101

To County:  
Sheriff Matt Bostrom  
Ramsey County Sheriff  
425 Grove Street  
Saint Paul, MN 55101

**SECTION 17: Waiver.**

A. Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provision.

**SECTION 18: Survival of Obligations.**

A. The respective obligations of the County and the Provider under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration hereof, shall survive termination, cancellation or expiration hereof.



B. If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, shall terminate. If a provision is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

**SECTION 19: Interpretation of Agreement, Venue.**

A. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

**SECTION 20: Force Majeure.**

A. Neither the County nor the Provider shall be held responsible for performance if its performance is prevented by acts or events beyond the party's reasonable control, including, but not limited to: severe weather and storms, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of legislative, judicial, executive, or administrative authorities.

**SECTION 21: Entire Agreement.**

It is understood and agreed that the entire Agreement supersede all oral agreements and negotiations between the parties relating to the subject matters herein.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

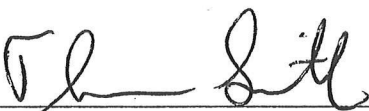
**For the Provider:**

**For Ramsey County:**

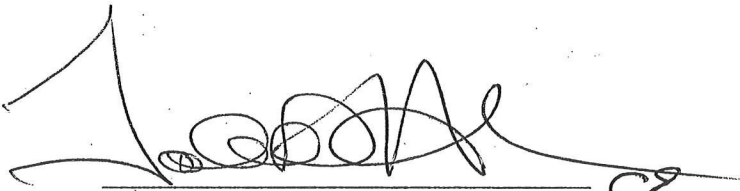
*Approved as to form:*

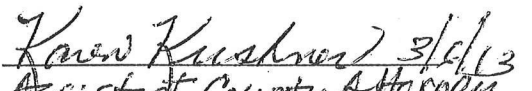
  
Assistant City Attorney

By   
Its County Manager

  
Chief of Police

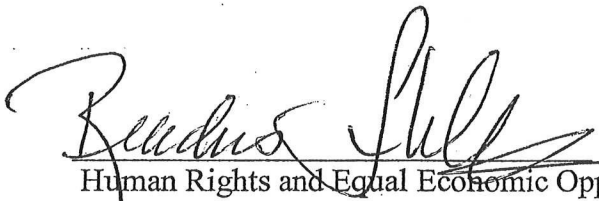
By   
Its Sheriff

  
Director, Financial Services  
436-34147

By   
Its Assistant County Attorney

  
Mayor

By \_\_\_\_\_  
Its \_\_\_\_\_

  
Human Rights and Equal Economic Opportunity



Minnesota Department of Public Safety ("State") Office of Traffic Safety 445 Minnesota Street, Suite 150 Saint Paul, Minnesota 55101-5150	Grant Program: 2013 Toward Zero Deaths (TZD) Enforcement Program  Grant Agreement No.: 3-13400 ENFORCED-2013-RAMSEY50-0031
<b>Grantee:</b> Ramsey County Sheriff's Office 425 Grove Street St. Paul, Minnesota 55102	<b>Grant Agreement Term:</b> Effective Date: 10/01/2012 Expiration Date: 9/30/2014
<b>Grantee's Authorized Representative:</b> Deputy Tim Entner Ramsey County Sheriff's Office 425 Grove Street St. Paul, Minnesota 55102 Phone: 651-248-2449 Email: tim.entner@co.ramsey.mn.us	<b>Grant Agreement Amount:</b> Original Agreement \$640,514.00 Matching Requirement \$ 0
<b>State's Authorized Representative:</b> Jean Ryan 445 Minnesota Street, Suite 150 Saint Paul, Minnesota 55101-5150 Phone: (651) 201-7074 Email: Jean.m.ryan@state.mn.us	Federal Funding: CFDA 20.600 and 20.608 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 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 2013 TZD Enforcement Program Application ("Application") and Work Plan which are incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 150, Saint Paul, Minnesota 55101-5150. The Grantee shall also comply with all requirements referenced in the 2013 TZD Enforcement Program Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines which are incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 150 Saint Paul, Minnesota 55101-5150.

**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. § 20A.10 and § 20A.101.*

Signed: \_\_\_\_\_  
Date: OCT - 4 2012  
\_\_\_\_\_  
GALE ROHDE  
Grant Agreement No. 3-13400

**3. STATE AGENCY**

By: Nancy Burgo  
(with delegated authority)  
Title: Director  
Date: 9-24-2012

**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: Kaetlin A Kapm ya  
Title: County Manager  
Date: 9/13/12  
By: [Signature]  
Title: Sheriff  
Date: 9/5/12

Distribution: DPS/FAS  
Grantee  
State's Authorized Representative

Approved as to form:  
Raven Kishner  
Assistant County Attorney  
9/7/12



Special Conditions:

Fiscal Agent:

The Ramsey County Sheriff's Office is the fiscal agent for the following agencies:

- Maplewood Police Department
- Mounds View Police Department
- New Brighton Police Department
- North St. Paul Police Department
- Roseville Police Department
- St. Anthony Police Department
- St. Paul Police Department
- White Bear Lake Police Department

2013 TZD Enforcement

Organization: Ramsey County Sheriff's Department

Budget Summary

Budget	Requested Amount	Match
<b>Budget Category</b>		
Administration		
Both Paid and Matching Administration Costs	\$14,000.00	\$0.00
<b>Total</b>	\$14,000.00	\$0.00
Dispatch		
Dispatching Hi Viz DMI Events & Grant period.	\$15,000.00	\$0.00
<b>Total</b>	\$15,000.00	\$0.00
Enforcement - Belt/Distracted/Move Over		
Ot Enforcement for Belts / Distracted / Move Over	\$136,010.00	\$0.00
<b>Total</b>	\$136,010.00	\$0.00
Enforcement - DWI		
Ot Enforcement for Hi Viz DWI	\$380,016.00	\$0.00
<b>Total</b>	\$380,016.00	\$0.00
Enforcement - Speed		
Ot Enforcement for Speed & Motorcycle details.	\$77,488.00	\$0.00
<b>Total</b>	\$77,488.00	\$0.00
Equipment		
Radat and Laser & In Squad Camera Equipment	\$15,000.00	\$0.00
<b>Total</b>	\$15,000.00	\$0.00
Equipment - Alcohol		
Equipment - Pbts-Dry Gas	\$3,000.00	\$0.00
<b>Total</b>	\$3,000.00	\$0.00
Operating Expenses		
Non reimbursed Operating Expenses-Gas	\$0.00	\$0.00
<b>Total</b>	\$0.00	\$0.00
<b>Total</b>	\$640,514.00	\$0.00

**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.

Ramsey County  
Organization Name

Julie Klewschmidt County Manager  
Name and Title of Official Signing for Organization

By: Kathleen A. Kapan for Julie Klewschmidt  
Signature of Official

9/19/12  
Date



## Office of Traffic Safety

444 Cedar Street • Suite 150 • Saint Paul, Minnesota 55101-5150  
 Phone: 651.201.7065 • Fax: 651.297.4844 • TTY: 651.282.6555  
[www.dps.state.mn.us](http://www.dps.state.mn.us)

June 28, 2012

Deputy Tim Entner  
 Ramsey County Sheriff's Office  
 425 Grove Street  
 St. Paul, MN 55102

Dear Deputy Entner:

I am happy to inform you that the Ramsey County Sheriff's Office's application for a 2013 TZD Enforcement Grant has been accepted and you have been awarded \$640,514.00 according to the following breakdown:

Activity	Funding
Seat belts, Distracted and Move over	\$ 136,010.00
Speed	\$ 77,488.00
Impaired	\$ 380,016.00
<b>Total Enforcement</b>	<b>\$ 593,514.00</b>
Dispatch	\$ 15,000.00
Equipment Alcohol	\$ 3,000.00
Equipment	\$ 15,000.00
Administration	\$ 14,000.00
<b>Total Dispatch, Equip and Admin</b>	<b>\$ 47,000.00</b>
<b>Total Grant</b>	<b>\$ 640,514.00</b>

We are joining a national effort of keep our citizens safe doing the most dangerous thing they may ever do. Below is important information that you will need to know to finalize the grant agreement.

**Office of Traffic Safety (OTS) Coordinator** – The OTS Coordinator that will manage your grant will be Jean Ryan who can be reached at (651) 201-7074 or [Jean.m.ryan@state.mn.us](mailto:Jean.m.ryan@state.mn.us).

**Grantee Meeting** - A meeting will be scheduled very soon by the Law Enforcement Liaison in your area. Again this year joint meetings will be held in several areas of the state. It is very important that a person from each agency that is participating in the grant attend these meetings. It will be a chance for us to meet you again and pass on some additional information and for you to ask questions of us.

**2013 Grant and Budget** – Your budget and work plan may require some modification. If any changes need to be made your grant coordinator will be in touch with you.

- Alcohol and Gambling Enforcement
- Emergency Communication Networks
- Bureau of Criminal Apprehension
- Driver and Vehicle Services
- Homeland Security and Emergency Management
- Minnesota State Patrol
- Office of Communications
- Office of Justice Programs
- Office of Traffic Safety
- State Fire Marshal and Pipeline Safety



**Resolution** - Only the lead fiscal agent is required to obtain a resolution from either the city council or county board for the agency to participate and sign the grant agreement. Remember that the Resolution must cover the 2 years of the grant. If you haven't already done so, start that process now so when the grant agreement is available for signature, the resolution is completed.

**Toward Zero Deaths (TZD) Conference** - The TZD Conference will be October 22-23, 2012 in Bloomington. We will need the list of attendees from you as soon as possible. Please keep us apprised of any changes to the list as time goes on. The OTS will cover the cost of registration and hotel room (if necessary) for **one person from each agency** in the grant. As always, you'll need to make hotel reservations and register for the conference on your own; you'll receive more information on making arrangements and attending the conference by e-mail soon.

On the last day of the conference in the afternoon we will be hosting two training opportunities. Sgt. Rick Munoz of the Minnesota State Patrol will be conducting the 4 hour SFST refresher course. This is the only one scheduled in the metro area. Any officers that plan on attending this training should contact Amber at [DWtraining@state.mn.us](mailto:DWtraining@state.mn.us)

Also that afternoon the POST approved, 3 hour, Children and Restraint Systems (C.A.R.S) training will be offered. Both courses will be provided at no cost. This will be an opportunity for you to get the required training for your grant and to have additional officers trained in child passenger safety. If you plan on attending this training contact Heather Darby at [heather.darby@state.mn.us](mailto:heather.darby@state.mn.us)

**E-grant System** - The 2013 TZD Enforcement Grant will be managed through the E-Grant system. Any training needed for the reporting process will be available upon request.

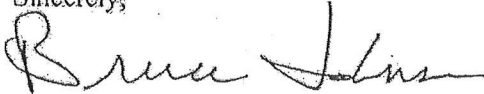
**ROAR**- All your activity must be reported through the Real-time Officers Activity Reporting system. Training on the system will also be available upon request.

We will not leave you hanging with either of these systems. They make things easier for you and for us.

**October Seat Belt Mobilization** - Publicity for the October Seat Belt Mobilization starts October 5 and enforcement begins October 12. These dates will be here soon and there is still a lot to be done to finalize the grants. Please do not hesitate to call your coordinator if you have any questions about the grant agreement.

Congratulations on receiving the grant! All of us in OTS look forward to working with you as we work towards our goal of Toward Zero Deaths.

Sincerely,



Bruce Johnson  
Enforcement Coordinator  
651-201-7067

2012-13  
2011-12 Projected RCTSI Budget

OVERTIME ENFORCEMENT BUDGET

Percent	Speed String			Totals		
	100.000%	20.608	20.600	20.608	20.608	20.608
20.883%	\$ 16,182.08	\$ 28,403.42	\$ 79,360.01	\$ 123,945.51		
12.693%	\$ 9,835.81	\$ 17,313.88	\$ 48,376.63	\$ 75,526.32		
11.933%	\$ 9,246.90	\$ 16,230.53	\$ 45,348.58	\$ 70,826.00		
7.933%	\$ 6,147.38	\$ 10,790.13	\$ 30,147.94	\$ 47,085.44		
8.313%	\$ 6,441.84	\$ 11,306.96	\$ 31,592.00	\$ 49,340.80		
8.313%	\$ 6,441.84	\$ 11,306.96	\$ 26,592.00	\$ 44,340.80		
11.933%	\$ 9,246.90	\$ 16,230.53	\$ 45,348.58	\$ 70,826.00		
8.503%	\$ 6,589.06	\$ 11,565.38	\$ 32,314.03	\$ 50,468.47		
9.453%	\$ 7,325.20	\$ 12,857.48	\$ 40,924.18	\$ 61,106.86		
	<i>77,488.00</i>	<i>136,010.00</i>	<i>380,016.00</i>	<i>593,514.00</i>		
Totals All Local Agencies	\$ 77,457.00	\$ 136,005.28	\$ 380,003.93	\$ 593,466.21		

75,574.13

Total of All OT Enforcement		Equipment Alcohol	(see below)	Totals
Equipment				\$ 593,466.21
Administration		Other Equipment	(see below)	\$ 3,000.00
Dispatch Ramsey ECC				\$ 15,000.00
				\$ 14,000.00
				\$ 15,000.00

Grand Total of Grant

640,466.21  
640,514.00

Agency	Equipment Distribution	
	Alcohol	Non Alcohol
St Paul Police	\$ 333.33	\$ 1,666.66
Ramsey County Sheriff	\$ 333.33	\$ 1,666.66
Maplewood Police	\$ 333.33	\$ 1,666.66
Mounds View Police	\$ 333.33	\$ 1,666.66
New Brighton Police	\$ 333.33	\$ 1,666.66
North St Paul Police	\$ 333.33	\$ 1,666.66
Roseville Police	\$ 333.33	\$ 1,666.66
St Anthony Police	\$ 333.33	\$ 1,666.66
White Bear Lake Police	\$ 333.33	\$ 1,666.66
Total	\$ 2,999.97	\$ 14,999.94

\$2,000.00

