

MINNESOTA DEPARTMENT OF PUBLIC SAFETY



Homeland Security and Emergency Management

445 Minnesota Street, Suite 223 • Saint Paul, Minnesota 55101-6223

Phone: 651.201.7400 • Fax: 651.296.0459

<http://hsem.dps.mn.gov>

September 30, 2013

Alcohol
and Gambling
Enforcement

Bureau of Criminal
Apprehension

Driver
and Vehicle
Services

Emergency
Communication
Networks

Homeland
Security and
Emergency
Management

Minnesota
State Patrol

Office of
Communications

Office of
Justice Programs

Office of
Pipeline Safety

Office of
Traffic Safety

State Fire
Marshal

Rick Larkin, Emergency Management Director
City of St. Paul
367 Grove St., 5th Floor
St. Paul, MN 55101

Re: Grant # A-EMPG-2013-STPAULCI-00261

Dear Rick Larkin:

I am pleased to announce that City of St. Paul has been awarded a 2013 Emergency Management Performance Grant (EMPG) in the amount of \$30,000.00.

Enclosed are three copies of your grant agreement to be signed. Please have the authorized official(s) of your agency who have the legal authority to sign grant agreements sign each of the copies in "Box 2. Grantee", on page 2. A notice is attached that describes the contract signature requirements in MN Statutes. Please include any pertinent County Board Resolutions with the 3 signed grant agreements.

Please return the documents to:

Ann Kuzj, Grants Specialist
Homeland Security & Emergency Management
445 Minnesota Street, Suite 223
St. Paul, Minnesota 55101-6223

If your grant award is \$100,000 or more, please sign and return the Certification Regarding Lobbying form that is attached.

If you have questions, please contact me by e-mail at ann.kuzj@state.mn.us, or by phone at 651-201-7422. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Ann Ed. Kuzj".

Ann Kuzj
Grants Specialist

Attachments

AK:tlp





Minnesota Department of Public Safety ("State") Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St Paul, Minnesota 55101	Grant Program: Emergency Management Performance Grant 2013 Grant Agreement No.: A-EMPG-2013- STPAULCI-00261
Grantee: City of St. Paul 367 Grove St., 5th Floor St. Paul, MN 55101	Grant Agreement Term: Effective Date: January 1, 2013 Expiration Date: December 31, 2013
Grantee's Authorized Representative: Rick Larkin, Emergency Management Director 367 Grove St., 5th Floor St. Paul, MN 55101 Phone: Email: rick.larkin@ci.stpaul.mn.us	Grant Agreement Amount: Original Agreement \$30,000.00 Matching Requirement \$30,000.00
State's Authorized Representative: Ann Kuzj, Grants Specialist Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St Paul, Minnesota 55101 Phone:651-201-7422 Email: Ann.Kuzj@state.mn.us	Federal Funding: CFDA 97.042 State Funding: None 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 Emergency Management Performance Grant 2013 Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 223, St Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the Emergency Management Performance Grant 2013 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant 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: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Grant Agreement No. A-EMPG-2013-STPAULCI-00261 / PO # 3000022567

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: Director of Emergency Management

Date: _____

By: _____

Title: City Attorney

Date: _____

Distribution: DPS/EAS
Grantee
State's Authorized Representative

By: _____

Title: Director of Financial Services

Date: _____

Budget Summary

EMPG: 2013 EMPG			
Budget Category	Award	Match	
Planning			
Salary	\$29,100.00	\$30,000.00	
Total	\$29,100.00	\$30,000.00	
Training			
Governor's Conference	\$900.00	\$0.00	
Total	\$900.00	\$0.00	
Total	\$30,000.00	\$30,000.00	
Allocation	\$30,000.00	\$30,000.00	
Balance	\$0.00	\$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.

Organization Name

Name and Title of Official Signing for Organization

By: _____
Signature of Official

Date

PLEASE READ

Important Signature Requirements

Legal authority for signing contracts for cities and counties is identified in statute. If not signed by the office/official(s) identified in statute, the authority may be delegated by resolution from the city council or county board. If a resolution delegates to more than one person and if the word “and” is used between the names, then **all named individuals must sign**. If a resolution uses the word “or” between the names, then **either individual may sign** the contract.

Statutory Cities: MS. 412.201 Execution of instruments

“Every contract, conveyance, license or other written instrument shall be executed on behalf of the city by the mayor and clerk, with the corporate seal affixed, and only pursuant to authority from the council.”

<https://www.revisor.leg.state.mn.us/statutes/?id=412,201>

Home Rule Charter Cities: MS. 410. Minneapolis, St. Paul and Duluth are the three Home Rule Charter Cities, sometimes referred to as “Cities of the First Class”. All three cities pass Resolutions that name an office/official(s) as authorized to sign a contract.

County Board: MS. 375.13 Chair

“The county board, at its first session in each year, shall elect from its members a chair and a vice-chair. The chair shall preside at its meetings and sign all documents requiring signature on its behalf. The chair’s signature, attested by the clerk of the county board, shall be binding as the signature of the board. In case of the absence or incapacity of the chair, the vice-chair shall perform the chair’s duties. If the chair or the vice-chair are absent from any meeting, all documents requiring the signature of the board shall be signed by a majority of it and attested by the clerk.”

<https://www.revisor.leg.state.mn.us/statutes/?id=375,13>