

REQUEST FOR SIGNATURE FORM

Request for Signature	
1. Type of document	
2. Aspen PO, contract or document number	
3. Original contract number	
4. Contractor or grantor name	
5. Contractor Aspen ID # and CERT SVN and/or DUN #	
6. Requesting business unit	
Additional business unit	
7. Authority (required - DO NOT leave blank)	Admin Code:
	Resolution Number:
8. Program/project/service/grant name	
9. Brief description of goods, services or grant duties (will be used for the County Board monthly contract report)	
10. Original contract start date	
11. Original contract end date	
12. Amendment number and amendment start date	
13. Amendment end date	
14. Contract type	
15. Original contract amount	
16. Previous amendment(s) total	
17. Amendment amount	
18. New total contract value	
19. Funding string Funding source	
20. Revenue agreement budgeted amount	
21. County contact and phone number	
22. Signatures	
Department Preparer	Date:
Department Director	Date:
Finance Analyst	Date:
Attorney	Date:

JOINT POWERS AGREEMENT

Between
The City of Saint Paul
And
Ramsey County

CONCERNING 2022 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

Federal Subaward Identification Requirements

1. Recipient's Name: City of Saint Paul Police Department
2. Recipient's Unique Entity Identifier: Q91BDNBC1VT7
3. Subrecipient's Name: Ramsey County
4. Subrecipient's Unique Entity Identifiers: S5C3Q2AJXM83, GEJLN68CNL5
5. Federal Award Identification Number (FAIN): 15PBJA-22-GG-02197-JAGX
6. Federal Award Date: September 26, 2022
7. Subaward Period of Performance Start and End Date: January 1, 2023, thru August 31, 2025,
(or as otherwise agreed to within the Agreement)
8. Subaward Budget period Start and End Date: January 1, 2023, to August 31, 2025
9. Amount of Federal Funds obligated to the Subrecipient by this action by the pass-through entity: \$79,791.00
10. Total amount of Federal Funds obligated to the Subrecipient by the pass-through entity, including this current obligation: \$79,791.00
11. Total Amount of the Federal Award Committed to the Subrecipient by the pass-through entity: \$79,791.00
12. Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): Ramsey County represents a governmental entity serving nearly 500,000 residents in Minnesota. The county serves as the federally designated workforce entity for the entire county, including the City of Saint Paul. Byrne JAG funds will be used: by Community Corrections for electronic home monitoring (\$26,599); by Attorney's Office for investigation of violent crimes (\$26,599); and Sheriff's Office for the Youth Plus Program (\$26,593)
13. Name of Federal Awarding Agency, Pass-Through Entity, and Contact Information for awarding official of the Pass-Through Entity:
 - a. Originating Federal Awarding Agency: United States Department of Justice
 - b. State Awarding Agency: n/a
 - c. Grant Program and Agreement No: 2022 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, 15PBJA-22-GG-02197-JAGX
 - d. Pass-Through Entity: City of St. Paul Police Department, 367 Grove Street, Saint Paul, MN 55101
 - e. Pass-Through Entity Awarding Official: Police Chief, Saint Paul Police Department.
14. Assistance Listing Number (ALN) and Title: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program
15. Is award for R & D? No.
16. Indirect cost rate for the Federal Award: N/A.

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

WHEREAS, this Agreement is made under the authority of the provisions of Minnesota Statutes Section 471.59, the Joint Powers Act; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY \$79,791 from the JAG award for the Collaborative JAG Program: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

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

SECTION 1: PROGRAM PURPOSE

1.1 Purpose

In furtherance of the Jurisdictions’ desires to best utilize the JAG Funds for enhancements to law enforcement and public safety, the Jurisdictions agree that collaboration on the following initiative: JAG funding, as administered by Ramsey County, will best serve the residents of Ramsey County and the City of St. Paul (referred to as “Initiative”) through the following use of grant funds:

1. Ramsey County Community Corrections 26,599
2. Ramsey County Attorney’s Office \$26,599
3. Ramsey County Sheriff’s Office \$26,593

SECTION 2: DEFINITIONS

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

Attachment A: Means the **Attachment A** attached to this Agreement, which contains all of the special conditions, financial reporting, and other requirements as detailed in the Originating Grant Award from the U.S. Department of Justice for the initiative as referenced in Section 1.1 of this Agreement.

Attachment B: Means **Attachment B** attached to this Agreement, which contains the scope of work for the initiative as referenced in Section 1.1 of this Agreement.

Attachment C: Means **Attachment C** attached to this Agreement, which contains standard federal requirements for pass-through subawards.

City Program
 Administrator: Saint Paul Police Department Grants Management Staff designated to review and approve City Award reimbursement requests, and to oversee the monitoring and reporting obligations related to the Innovation in Community Safety Program.

County Program
 Administrator: County Staff designated to facilitate and administer the Byrne Memorial Justice Assistance Grant Program.

Date of
 Execution: Means the date the last Jurisdiction official signs the Joint Powers Agreement.

Disbursement: Means a payment made on a request for reimbursement or advanced disbursement basis.

Program Funds: Means all funds the County receives from the City pursuant to this Agreement and all Program Income as such is defined by 2 C.F.R. § 200.1.

Initiative Budget: Means the budget the County submits to the City for the Initiative that the City reviews and approves in writing, which the budget for the Initiative upon City approval become part of and are thereby incorporated into **Attachment A**.

Subaward: Means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient: Means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal Awarding Agency.

Uniform
 Guidance: Means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, found at 2 C.F.R. 200.

SECTION 3: TERM, FUND TRANSFERS, USE OF FUNDS

3.1 Term & Period of Performance

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

Period of Performance. The Period of Performance for this Subaward begins on January 1, 2023, and ends on August 31, 2025. The County may use the JAG Funds to cover eligible costs incurred during this Period of Performance for the Subaward.

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

- A. Use of Funds. The Statements of Work/Scopes of Services for the Initiative is hereby made part of this Agreement and collectively attached hereto as **Attachments A and B**. For each Initiative, the County shall provide services as described in **Attachments A and B**. The County agrees to undertake the activities on the Statement of Work/Scope of Services for the Initiative in accordance with the terms of this Agreement, and said activities shall be completed in accordance with the applicable timeframes for the Initiative set forth in **Attachments A and B**. If the County fails to comply with the applicable timeframes for the Initiative or any other term of this Agreement (including any attachments or exhibits made part of or incorporated in this Agreement), the City may enforce remedies for noncompliance or default in accordance with 2 C.F.R. §§ 200.339-200.343.
- B. Requests for Reimbursement. The City will provide the City Award to the County on a cost reimbursement basis. Any reimbursements must be in accordance with JAG Guidance, Uniform Guidance, and City regulations and procedures. The City is under no obligation to honor or pay any request for reimbursement for an Initiative from sources other than from the City Award that have been allocated for the Initiative. Disbursement is also subject to the County carrying out the Initiative in accordance with the terms of this Agreement (including **Attachments A, B and C**). Final requests for reimbursement must be submitted within 15 days following the end of the Period of Performance or as otherwise agreed to between the parties; the request must be dated no later than the last date of the Period of Performance. The City Program Administrator shall review and approve or deny the request in accordance with this Agreement.
- C. Request for Reimbursement Submissions. The City may request verification of expenditures to ensure its own compliance with all Federal, State and local requirements. The County will respond to any questions or follow-up documentation needed by the City.

- 1.) **Periodic Invoices**. The County will invoice the City quarterly.

2.) **Financial Monitoring.** The City will conduct 1-2 financial monitoring visits of the County's invoices over the period of the grant. At these visits, the County will provide the City with all appropriate supporting documentation of expenses for the initiative for a given month, and the City will reconcile that those align with what the County invoiced the City for that month for the initiative.

D. Requests for Advance Disbursement. Are not permissible for this subaward.

E. Disbursements. The City shall use best efforts to disburse any approved portion of the City Award allocated for the Initiative to the County within two weeks following approval of a Disbursement request and shall do so no later than 30 days following approval of the Disbursement request. Notwithstanding anything to the contrary, the City shall have no obligation to reimburse the County for any costs or expenses that the City deems an ineligible use of JAG Funds based on JAG Award Terms and Conditions, and/or that is not a permitted use of JAG Funds under this Agreement or pursuant to Uniform Guidance.

SECTION 4: JOINT CONTRACTING AND PURCHASING

4.1 Joint Contracting and Purchasing

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

SECTION 5: COUNTY TERMS AND CONDITIONS

The City shall treat the County as a Subrecipient for the purposes of this Agreement and to comply with the JAG awards conditions. The County shall have all of the duties and obligations of a Subrecipient as defined in 2 C.F.R. 200.1.

5.1 Scope of Services

The County shall administer the Initiative consistent with the Statement of Work/Scope of Services for the Initiative and Initiative Budget, which is attached hereto as **Attachments A and B**. The Parties agree that **Attachments A and B** may require periodic modifications without formal amendment as outlined in Section 6.6. Modifications to **Attachments A and B** without formal

amendment may include: (1) Changes in project leadership; (2) stopped work as a result of staff shortages or similar unforeseen circumstances; and (3) budget modifications between approved line items within each Initiative. All other changes will be subject to the formal amendment process outlined in Section 6.6 and may not be submitted for **Attachments A & B** modification pursuant to this section. The County must submit modification requests to the City Program Administrator in a format provided by the City. The City will approve or deny the request for modification in writing, and if approved, the modification will become a part of this Agreement as of the date of approval.

5.2 Uniform Administrative Requirements

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

5.3 Prohibited Activity

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

5.4 Equipment Management Requirements

The County shall comply with the procedures for managing equipment in accordance with JAG award conditions and Uniform Guidance.

5.5. Personnel

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

5.6 Performance Monitoring and Reporting

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

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

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

- B. Reporting. Upon the City's request, the County will submit to the City Program Administrator written reports in a mutually agreeable format based on performance metrics outlined in this Agreement and Attachments A and B. The County agrees to provide to the City the information necessary for the City to reasonably satisfy its monitoring obligations and to reasonably satisfy any federal and/or state reporting and accountability requirements for the City Award. All financial transactions must have supporting documentation.

5.7 Insurance

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

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

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

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

- B. Workers' Compensation and Employer's Liability

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

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

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

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

5.8 Accounting Standards

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

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

5.9 Record Retention

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

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

Pursuant to the JAG Award Terms and Conditions, the County shall maintain records and financial documents sufficient to evidence compliance with C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"). Typically, this requires retention for a period of 3 years from the date of submission of the final expenditure report.

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

5.10 Inspections and Audits

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

5.11 Data Privacy and Security

Both Jurisdictions agree to abide strictly by Chapter 13, Minnesota Government Data Practice Act, and any other applicable data privacy and security laws and regulations. The County represents that it may be subject to and will strictly comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and accompanying regulations at 45 CFR Parts 160

and 164, the Minnesota Health Records Act, the Confidentiality of Substance Use Disorder Patient Records regulations at 42 CFR Part 2.

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

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

This provision will survive the termination of this Agreement.

5.12 Civil Rights Compliance/Non-Discrimination

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

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

5.13 Contracts and Subcontracts

The County binds itself, its partners, successors, assigns and legal representatives to the City for all covenants, agreements, and obligations herein. The County may enter into contracts or subcontracts with any agency or individual in the performance of this Agreement without the prior written consent of the City. However, entering into such contracts shall under no circumstances relieve the County of its liabilities and obligations under the Agreement.

The County shall be responsible for the performance of all contractors and subcontractors, including subrecipients. Further, the County shall be fully responsible to employ reasonable procedures to ensure that all County contractors or subcontractors comply with the terms of this Agreement.

Contracts between the County and each contractor or subcontractor shall require that the contractor's or subcontractor's services be performed in accordance with JAG award conditions, Uniform Guidance, and this Agreement. The County shall make contracts between the contractors or subcontractors available upon request. The County will comply with Minn. Stat. 471.425, ensuring prompt payment of local government bills.

SECTION 6: GENERAL TERMS & CONDITIONS

6.1 Conflict of Interest

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

6.2 Force Majeure

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

6.3 Termination, Special Conditions, Remedies for Non-Compliance

A. For Convenience

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

B. For Cause.

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

C. In the Event of Termination.

In the event the City terminates this Agreement or any portion thereof pursuant to this

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

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

6.4 Responsibility for Acts and Omissions, Insurance

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

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

Nothing in this Agreement constitutes a waiver by either Jurisdiction of any limitation of liability under Minnesota Statutes Chapter 466, or any other statutory or common law immunities, limits, or exceptions on liability. In accordance with Minnesota Statutes section 471.59, for purposes of determining total liability for damages, the Jurisdictions shall be considered a single governmental unit with respect to the Initiatives and the total liability for the Jurisdictions shall not exceed the limits on governmental liability for a single governmental unit as specified in section Minnesota Statutes section 466.04, subdivision 1.

6.5 Human Rights/Affirmative Action/Economic Opportunity

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

6.6 Amendments

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

6.7 Interpretation of Agreement; Venue

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

6.8 Severability

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

6.9 Notices

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

Ramsey County Sherriff's Office 425 Grove Street Saint Paul MN 55101	City of St. Paul 367 Grove St. Saint Paul, MN 55101 Attention: Michele Bunce
Ramsey County Attorney's Office 345 Wabasha Street N #120 Saint Paul MN 55102	With a copy to the City Attorney 15 Kellogg Blvd. West 400 City Hall Saint Paul, MN 55102 Attn: Judy Hanson
Ramsey County Community Corrections 121 7th Place E Saint Paul MN 55101	
With a copy to the County Attorney 121 7 th Place East Suite 4500 Saint Paul, MN 55101 Attn: RAO-Civil Division	

6.10 Conflict and Priority

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

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

6.11 No Third-Party Beneficiaries

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

6.12 Waiver

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

6.13 Entirety of Agreement

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

6.14 Counterparts and Electronic Signatures

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

6.15 Recitals

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

6.16 Attachments

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

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

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

CITY OF SAINT PAUL

COUNTY OF RAMSEY, MINNESOTA

Mayor/Deputy Mayor

Bob Fletcher, Ramsey County Sheriff

Jack Serier, Assistant Chief of Police

John Kelly, First Assistant to the Ramsey County Attorney

APPROVED AS TO FORM:

City Attorney

Monica Long, Director Ramsey County Community Corrections

Director of Financial Services

Susan Earle, Deputy Director Finance

Director of Human Rights and Equal Economic Opportunity

Jada Lewis, Assistant County Attorney

approved as to form

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

COUNTERPARTS: The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

ELECTRONIC SIGNATURES: The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

Section 1.

CITY agrees to pay COUNTY a total of \$79,791 of JAG funds.

Section 2.

COUNTY agrees to use \$79,791 for the Collaborative JAG Program until August 31, 2025:

Ramsey County Community Corrections 26,599

Ramsey County Attorney's Office \$26,599

Ramsey County Sheriff's Office \$26,593

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Minnesota Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Minnesota Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

ATTACHMENT A: ORIGINAL AWARD DOCUMENTS

✓ Award Letter

September 26, 2022

Dear Jeremy Ellison,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF SAINT PAUL for an award under the funding opportunity entitled 2022 BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation. The approved award amount is \$265,991.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or

- a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin	—	Terry

▼ **Award Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

 **Recipient Information**

Recipient Name

SAINT PAUL, CITY OF

UEI

Q91BDNBC1VT7

Street 1

367 GROVE ST

Street 2

City

SAINT PAUL

State/U.S. Territory

Minnesota

Zip/Postal Code

55101

Country

United States

County/Parish

Province

Award Details

Federal Award Date

9/26/22

Award Type

Initial

Award Number

15PBJA-22-GG-02197-JAGX

Supplement Number

00

Federal Award Amount

\$265,991.00

Funding Instrument Type

Grant

Assistance Listing Number Assistance Listings Program Title

16.738

Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2022 BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation

Awarding Agency

OJP

Program Office

Grant Manager Name	Phone Number	E-mail Address
Nikisha Love	202-616-8241	Nikisha.Love@usdoj.gov

Project Title

Activities to reduce Part I Crimes and for Community Engagement.

Performance Period Start Date	Performance Period End Date
10/01/2021	09/30/2025

Budget Period Start Date	Budget Period End Date
10/01/2021	09/30/2025

Project Description

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams; and 9) implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to: mental health courts; drug courts; veterans courts; and extreme risk protection order programs.

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated

at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.



OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.



Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OWW, as appropriate) may withhold

award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.



Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."



Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.



Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").



Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

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Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

15

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

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Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

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Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website

(currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

18

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for

authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

24

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

25

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to

obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

27

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

28

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

29

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

30

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

31

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

32

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

33

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

34

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

35

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

36

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

37

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

38

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

39

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

40

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

42

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

43

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

44

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

45

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental

impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

46

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

47

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants.

Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

48

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

49

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

50

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2021

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2021), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

[Load More](#)

I have read and understand the information presented in this section of the Federal Award Instrument.

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/18/22 3:50 PM

Authorized Representative



Entity Acceptance

Title of Authorized Entity Official
 Chief of Police
 Signed Date And Time

- > **Award Letter**
- > **Award Information**
- > **Project Information**
- > **Financial Information**
- > **Award Conditions**
- ✓ **Award Acceptance**

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant’s legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval		
Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/18/22 3:50 PM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official
Chief of Police

Name of Authorized Entity Official
Jeremy Ellison

Signed Date And Time
10/17/2022 7:04 PM

GRANTEE

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

Signed: 
Stacy Murphy (Oct 27, 2022 16:44 CDT)
Stacy Murphy, Assistant Chief of Police

Date: 10/27/22

Signed: 
Judy Hanson
Judy Hanson, Assistant City Attorney

Date: October 27, 2022

Signed: 
John McCarthy (Oct 28, 2022 09:02 CDT)
John McCarthy, Director of Financial Services

Date: 10/28/2022

Signed: 
Kristien R. E. Butler (Nov 2, 2022 09:32 CDT)
Kristien Butler, Director of HREEO

Date: 11.2.2022

Signed: 
Jaime Rae Tincher (Nov 2, 2022 11:01 CDT)
Jaime Tincher, Deputy Mayor

Date: 11/02/2022

COUNTERPARTS: *The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.*

ELECTRONIC SIGNATURES: *The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.*

Budget Summary

Budget Summary											
<i>Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.</i>											
Budget Category	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		Total (\$)
	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	
A. Personnel	\$124,553	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$124,553
B. Fringe Benefits	\$35,526	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35,526
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$79,791	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$79,791
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$239,870	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$239,870
J. Indirect Costs	\$26,121	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,121
Total Project Costs	\$265,991	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$265,991
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N										No	

Byrne JAG Grant - 15PBJA-22-GG-02197-JAG X Grant

Final Audit Report

2022-11-02

Created:	2022-10-27
By:	Michele Bunce (Michele.Bunce@ci.stpaul.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvzgjRA8NkT9wcu0cZAQaKmJWfHeHqopA

"Byrne JAG Grant - 15PBJA-22-GG-02197-JAGX Grant" History

-  Document created by Michele Bunce (Michele.Bunce@ci.stpaul.mn.us)
2022-10-27 - 6:07:11 PM GMT- IP address: 156.99.75.2
-  Document emailed to Judy Hanson (judy.hanson@ci.stpaul.mn.us) for signature
2022-10-27 - 6:09:07 PM GMT
-  Email viewed by Judy Hanson (judy.hanson@ci.stpaul.mn.us)
2022-10-27 - 7:15:09 PM GMT- IP address: 156.99.75.2
-  Document e-signed by Judy Hanson (judy.hanson@ci.stpaul.mn.us)
Signature Date: 2022-10-27 - 7:16:01 PM GMT - Time Source: server- IP address: 156.99.75.2
-  Document emailed to stacy.murphy@ci.stpaul.mn.us for signature
2022-10-27 - 7:16:05 PM GMT
-  Email viewed by stacy.murphy@ci.stpaul.mn.us
2022-10-27 - 9:43:13 PM GMT- IP address: 156.99.75.2
-  Signer stacy.murphy@ci.stpaul.mn.us entered name at signing as Stacy Murphy
2022-10-27 - 9:44:19 PM GMT- IP address: 156.99.75.2
-  Document e-signed by Stacy Murphy (stacy.murphy@ci.stpaul.mn.us)
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-  Email viewed by john.mccarthy@ci.stpaul.mn.us
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 Signer jaime.tincher@ci.stpaul.mn.us entered name at signing as Jaime Rae Tincher
2022-11-02 - 4:01:35 PM GMT- IP address: 156.99.75.2

 Document e-signed by Jaime Rae Tincher (jaime.tincher@ci.stpaul.mn.us)
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Subagreement Budget Summary
2022 Byrne Memorial Justice Assistance Grant (JAG)
Subagreement period: January 1, 2023 to August 31, 2025

Description	Purpose	Total Request
Ramsey County Attorney's Office (RCAO): Prosecution	Investigator to provide support for complex cases	\$26,599
Ramsey County Community Corrections (RCCC): Electronic Home Monitoring	Electronic Home Monitoring (EHM) services and equipment	\$26,599
Ramsey County Sheriff's Office (RCSO)	Community Engagement - youth outreach	\$26,593
Total		\$79,791

Narrative

RCAO: Ramsey County Attorney's Office will contract an investigator from the Ramsey County Sherriff's Office to support case building for prosecutions within the Criminal Division of RCAO. The investigator will focus on violent crimes, including homicide, sex trafficking and domestic violence. Grant funds will cover these costs up to \$26,599.

RCCC: In 2017, Ramsey County Community Corrections became a part of the US Communities Cooperative Agreement with BI Incorporated, a vendor that provides complete electronic home monitoring solutions. BI was selected by US Communities after a competitive solicitation, and a new Cooperative Agreement began January 1, 2019.

RCSO: Approximately 4 temporary youth/outreach workers will be hired during the year to assist with bridging the gap between law enforcement and the community. The grant will pay salary and fringe for these workers, for an estimated 1081 total hours at \$24.60 per hour, or \$26,593 total.

ATTACHMENT B. SCOPE OF WORK

Project Executive Summary:

The City of Saint Paul Police Department (SPPD) sought and secured funding from the FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program of the United States Department of Justice (USDOJ), Bureau of Justice Assistance (BJA). The structure of the JAG grants obligates the SPPD, as the lead applicant, to offer part of the funding as a subgrant to Ramsey County. This scope of work outlines the specific obligations for the subaward.

Parties:

The SPPD was lead applicant for this grant and is responsible for its administration. The proposal named three Ramsey County agencies as subgrantees:

- Ramsey County Community Corrections (RCCC)
- Ramsey County Attorney's Office (RCAO)
- Ramsey County Sheriff's Office (RCSO)

Scope of Project:

The Byrne Memorial Justice Assistance Grants are designed to assist local and tribal law criminal justice efforts to prevent or reduce crime and violence and to improve the administration of the criminal justice system.

SPPD OBLIGATIONS:

The SPPD will provide management of the JAG, including oversight of the subgrantees and submission of required reports, using information provided by the subgrantee agencies. The SPPD will take appropriate action to confirm that the subgrantees are in compliance with the award conditions and all relevant federal guidelines; this is likely to include a virtual site visit and requests for appropriate documentation of expenses charged to the grant.

RAMSEY COUNTY OBLIGATIONS:

Information Sharing/Grant Reporting

Financial reports and Progress reports are due to DOJ quarterly; Ramsey County will provide appropriate information no later than the 10th of the month following the end of the quarter. Ramsey County will ensure the program personnel and program leadership are trained in financial reporting requirements and data requirements required by the grantor for activity tracking on the grant.

Tasks/Delivered work product:

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

Ramsey County Community Corrections

The RCCC will utilize electronic home monitoring as an alternative to incarceration for adult offenders. This would be used primarily by DWI and medium-risk offenders and will be tied to cognitive behavioral change programs and drug and alcohol counseling.

Anticipated Outcomes:

- 1) Twelve clients of Ramsey County Community Corrections will receive direct services per month. (Number of people who have received direct services.)

- 2) 80 percent of clients will not receive new technical violations and will remain in the community. (Technical Violations)
- 3) 90 percent of clients will complete Driving with Care and Thinking for Change. (Completing Services)

The department will track these measures through its Court Services Tracking System (CSTS). CSTS encompasses all aspects of managing probation and parole offices. Some of CSTS' features include the following:

- Complete tracking of offender demographic information and photos.
- Offender alias tracking and searching.
- Detailed case and court related information.
- Tracking and reporting of conditions of probation/parole.

All agents enter information within CSTS. However, the department utilizes a planning and evaluation analyst and a supervisor of the Administrative Management Team (AMT) Unit who run queries, reports, and oversee other data mining related to the system.

Ramsey County Attorney's Office

A special investigator will support case building for prosecutions within the Adult Trials Division of RCAO. The investigator will focus on violent crimes, including homicide, sex trafficking and domestic violence, to achieve the following:

- Reduce violent, gun, domestic, sexual assault and gang-related crimes as measured by:
 - # of violent crime, gun, domestic & sexual assault and gang-related caseloads advanced by the investigator.
 - Reduction in time to bring violent crime, gun, domestic and sexual assault and gang-related cases to disposition.

While the RCAO Trials Division handles all violent crimes in the jurisdiction, for the purposes of this grant, the RCAO will focus on homicides, sex trafficking and domestic violence. RCAO utilizes the database (Prosecutor by Karpel or PbK) and can track the number of cases charged, convicted and sentenced in each of these categories. The work of this project will directly impact the progress on each of these regularly measured areas. Data collection and records retention will align to the information required as part of the PMT general information questionnaire.

Ramsey County Sheriff's Office

The Ramsey County Sheriff's Youth Plus Program (YPP) will create four (4) additional temporary / part-time (1,000 work hours total) *Community Ambassador* positions that provide organized sporting events and academic support to approximately 500 youth annually.

Goals & Outcomes: The Youth Plus Program's goal is to introduce youth and young adult participants to athletics, outdoor activities, life skills, and literacy enhancement to improving academic achievement, college attendance rates, employability, and community engagement. This structured program helps prevent youth from becoming involved in criminal activity and helps make positive life choices.

Literacy is the primary focus of the YPP. All participants are enrolled and attend literacy classes using proven reading intervention programs to help improve literacy skills and life goals. Youth with advanced skills are encouraged to lead others in literacy programs through volunteering and mentoring.

Leadership development is for participants ages 13 through 17. Through this part of the program, youth learn valuable life skills including conflict resolution, decision making, and other abilities that teach independence.

The Youth Plus Program has been in operation since 2019 and collects attendance and participation metrics for all sporting, education, and mentoring events. Data is used to gauge youth interest and participation, and to direct available resource to those areas of highest impact. Ramsey County staff are responsible for the collection documentation and analysis of collected metrics. Program success will be determined by total number of youth / young adult participants and rate of expansion of offered programs as compared to previous years.

Specifically, the measurements RCSO expects to achieve with this program include:

- 1) 65 youth per week received services or benefit from programming.
- 2) 85% of youth enrolled in programs will not have criminal involvement or negative encounters with law enforcement.
- 3) 2 Community Outreach / coalition meetings monthly.

ATTACHMENT C
Standard Federal Award Requirements

Non-Discrimination.

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

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

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

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

Federally Assisted Construction Contracts

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

Definitions

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

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

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

Federally Assisted

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

Equal Economic Opportunity Clause

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Debarment, Suspension, and Responsibility Certification.

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

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

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

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

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

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

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

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

Anti-Lobbying and Required Certificate

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

Clean Air Act

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

Rights to Inventions Made Under a Contract or Agreement

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

Prohibition on certain telecommunications and video surveillance services or equipment.

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

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

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

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

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

Domestic preferences for procurements.

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

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

Increasing Seat Belt Use in the United States.

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

Reducing Text Messaging While Driving.

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