



<b>Minnesota Department of Public Safety (“State”)</b> Commissioner of Public Safety Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	<b>Grant Program:</b> National Forensic Sciences Improvement 2019 <b>Grant Agreement No.:</b> A-NFSIA-2019-SPPD-001
<b>Grantee:</b> City of St Paul, Police Department 367 Grove Street St Paul, Minnesota 55101-2416	<b>Grant Agreement Term:</b> <b>Effective Date:</b> 4/1/2019 <b>Expiration Date:</b> 12/31/2019
<b>Grantee’s Authorized Representative:</b> Robert Thomasser, Assistant Chief of Police City of St. Paul, Police Department 367 Grove Street St Paul, Minnesota 55101-2416 (651) 266-5589	<b>Grant Agreement Amount:</b> Original Agreement \$30,250.00 Matching Requirement \$0.00
<b>State’s Authorized Representative:</b> Kristin Lail, Grants Specialist Coordinator Office of Justice Programs Bremer Tower, Suite 2300 445 Minnesota Street St Paul, Minnesota 55101 (651) 201-7322	Federal Funding: CFDA 16.742 State Funding: None Special Conditions: None

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

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved National Forensic Sciences Improvement 2019 Application (“Application”) which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota 55101-2139. The Grantee shall also comply with all requirements referenced in the National Forensic Sciences Improvement 2019 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

**Matching Requirements:** (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



**Payment:** As stated in the Grantee’s Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

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

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

**3. STATE AGENCY**

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

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

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

Grant Agreement No. A-NFSIA-2019-SPPD-001/3-58428

**2. GRANTEE**

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

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

Print Name: \_\_\_\_\_

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

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

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

Print Name: \_\_\_\_\_

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

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

Distribution: DPS/FAS  
Grantee  
State’s Authorized Representative



National Forensic Sciences Improvement 2019

EXHIBIT A

Organization: St Paul Police Department

A-NFSIA-2019-SPPD-001

Budget Summary

Forensic Laboratory Improvement: Saint Paul Police Department Forensic Services Unit					
<b>Budget Category</b>		<b>Award</b>			
Equipment over \$5,000					
Lab Equipment		\$23,540.00			
<b>Total</b>		<b>\$23,540.00</b>			
Other Expenses					
Lab Supplies		\$6,710.00			
<b>Total</b>		<b>\$6,710.00</b>			
<b>Total</b>		<b>\$30,250.00</b>			

02/26/2019

## Terms and Conditions for State Agencies Only

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

### **1. Survival of Terms**

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

9. Liability; 10. Audits; 11. Government Data Practices; and 12. Publicity and Endorsement.

### **2. Financial and Administrative Provisions**

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

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

### **3. Payment Terms**

Payment: The State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services in accordance with the Guidelines included in this application. Expenditures for each state fiscal year (July through June) of the grant agreement must be for services satisfactorily performed within applicable state fiscal years.

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

### **4. Time**

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

### **5. Consideration and Payment**

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

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

### **6. Conditions of Payment**

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

**7. Authorized Representative**

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

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

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

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

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

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

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

**9. Liability**

The Grantee and State agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and will not be responsible for the acts of others and the results thereof. The Grantee's and State's liability will be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. § 3.736, and other applicable law.

**10. Audits**

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

**11. Government Data Practices**

The Grantee and the State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by the State under the grant agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the Grantee under the grant agreement. The Judicial Branch and its employees are bound by the Rules of Public Access to Records of the Judicial Branch. Both parties agree that neither shall be liable for any violation of any provision of the Minnesota Government Data Practices Act or the Rules of Public Access to Records of the Judicial Branch indirectly or directly arising out of, resulting from, or in any manner attributable to the actions of the other party.

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

## **12. Publicity and Endorsement**

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

## **13. Termination**

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

**Termination for Insufficient Funding.** The State may immediately terminate the grant agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services under the grant agreement. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State receiving that notice.

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

## **14. Other Provisions be it understood:**

By filing of this application, the applicant has therefore obtained the necessary legal authority to apply for and receive the proposed grant;

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

**Office of Justice Programs (OJP)**  
**National Forensic Science Improvement (NFSIA)**  
**Grant Program Guidelines 2019 RFP**

The Office of Justice Programs will require each grantee to abide by the following requirements in addition to those contained in the general grantee Terms and Conditions:

**Financial Requirements:**

- 1) The grantee shall report at least quarterly on all expenditures pertaining to this grant contract in the OJP online grants management system, e-grants, no later than 20 days after the end of the quarter.
- 2) The grantee shall submit a written budget revision request via e-grants before any expenditure may be made based on the revised budget. Submission of a budget revision is necessary if a) a line item will deviate by \$200 or 10%, whichever is higher, from the approved budget, or b) a new line item that was not part of the approved budget will be created.
- 3) The grantee shall submit source documentation on grant expenditures in a timely manner, as requested by OJP staff for a desk review audit.
- 4) The grantee's eligible expenditures under this grant contract must be incurred by the grantee by the expiration date of the grant agreement.
- 5) The grantee shall have until 30 days after the expiration date of the grant agreement to liquidate all unpaid obligations related to the program which were incurred on or before the last day of the grant period and to submit a final report of all funds received and disbursed. If a report is not submitted within this time period, expenses claimed on the report may be disallowed and OJP may request a refund of those funds from the grantee if the funding was advanced to the grantee.
- 6) The grantee shall retain all financial records for a minimum of six (6) years after the date of submission of the final financial status report, or until completion of an audit which has commenced before the expiration of this six-year period, or until any audit findings and/or recommendations from prior audit(s) have been resolved between the grantee and OJP, whichever is later.
- 7) The grantee shall comply with all provisions of the Minnesota [OJP Grant Manual](#).

**Reporting Requirements:**

- 1) Progress Reporting: The grantee shall report quarterly in e-grants a narrative of the progress achieved towards the accomplishment of the project goals and objectives within 20 days of each reporting period.
- 2) Requirement Changes: OJP may add, modify or change all reporting forms at their discretion during the grant period.

**Other Provisions:**



- 1) Evaluation: OJP shall have the authority, during the course of this grant period, to conduct an evaluation of the performance of the grant program.
- 2) Additional Requirements: The grantee shall attend meetings and training as OJP shall reasonably request.
- 3) Administrative Requirements: OJP reserves the right to include in the grant, at any time during the term of the grant, special administrative requirements deemed necessary to assure the grantee's successful implementation of the program. OJP will notify the Grantee in writing of any special administrative requirements.

### **Coverdell Forensic Sciences Improvement Grant - Federal Provisions:**

Payments under this grant contract will be made from federal funds obtained by the State of Minnesota through 42 USC 3797j-3797o; USC 530C. CFDA number 16.742 – Paul Coverdell Forensic Sciences Improvement Grant Program from the U.S. Department of Justice under the following award:

- 2017-CD-BX-0040 – 1/1/2018 – 12/31/2018: \$131,119 (signed by OJP 10/3/17)

OJP has an indirect cost rate of 7.15% for use on grants, contracts and other agreements with the federal government.

### **Federal Requirements:**

The Grantee is responsible for compliance with the following federal requirements imposed on these funds and accepts full financial responsibility for any additional restrictions imposed in response to the Grantee's failure to comply with federal requirements.

- 1) SAM Registration: Any organization that receives these federal funds MUST be and up-to-date in the Official U.S. Government, System for Award Management (SAM).
- 2) 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 the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and sub-awards ("subgrants"), see the Office of Justice Programs (OJP) [website](#). 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.

- 3) OJP Financial Guide: The Grantee assures that it will comply, and all its subcontractors will comply, with the DOJ Grants Financial Guide as posted on the OJP website (currently the [December 2017 version](#), including any updated version that maybe be posted during the period of performance.
- 4) Effect of failure to address audit issues: The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, 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.
- 5) Lobbying: In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient, 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.

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient, 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 a renewing, extending, or modifying any such award. See 31 U.S.C. 1352.

- 6) Debarment and Suspension: Executive Order 12549 on Debarment and Suspension, and the implementing regulation, requires that the Grantee certify it has not been debarred or otherwise excluded from participating in any other transaction with a federal department or agency.
- 7) Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000: The recipient, and any sub-recipient ("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, \$150,000). This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a procurement "contract" (and therefore does not consider a sub-award).

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 website](#) (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

- 8) 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, sub-recipients ("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 website](#) (Award condition: Prohibited conduct by recipients and sub-recipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

- 9) OJP Training Guiding Principles: Any training or training materials that the grantee develops or delivers with OJP award funds must adhere to the [OJP Training Guiding Principles for Grantee and Subgrantees](#).
- 10) Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events: The grantee 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.

- 11) Drug-Free Workplace: As required by the Drug-Free Workplace Act of 1988, the Grantee will make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the Act.
- 12) Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct: The recipient and any sub-recipients ("sub-grantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, sub-recipient, 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) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov); and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the [DOJ OIG](#) website.

- 13) Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42: The recipient, and any sub-recipient ("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.
- 14) Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 54: the grantee 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.”
- 15) Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38: The recipient, and any sub-recipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

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 also sets out rules and requirements that pertain to recipient and sub-recipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and sub-recipients that are faith-based or religious organizations. The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the [Electronic Code of Federal Regulations](#), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

- 16) Civil Rights Training: OJP requires the review of an online civil rights training tool, which incorporates all of these provisions and certification that training has been completed. The acknowledgement of training form will be submitted to OJP via e-grants. The training and acknowledgement of training form can be found on the [OJP website](#).
- 17) Limited English Proficiency (LEP): As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, recipient must take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at [LEP website](#).

In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

- 18) Supplant: The Grantee agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for criminal justice system activities.
- 19) Compliance with general appropriations – law restrictions on the use of federal funds (FY 2017): The recipient, and any sub-recipient ("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, 2017](#) and are incorporated by reference here.
- 20) Restrictions and certifications regarding non-disclosure agreements and related matters: No recipient or sub-recipient ("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--

- (i) 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
- (ii) 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 sub-recipient, 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.

21) 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 sub-recipients ("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.

22) Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees): The grantee must comply with all provisions that prohibit 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.

Grantees must inform its employees, in writing, of employee rights and remedies under 41 U.S.C. 4712.

23) Generally accepted laboratory practices: Grantee ensures the use of generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies.

External Investigations: grantee ensures that requirements associated with 42 U.S.C. section 3797k(4) (which relate to processes in place to conduct independent external investigations into allegations of serious negligence or misconduct by employees or contractors) are satisfied with respect to any forensic laboratory system, medical examiner's office, coroner's office, law enforcement storage facility, or medical facility.

Accreditation: Grantee ensures that it will continue to demonstrate accreditation and will notify OJP promptly if there is any change in accreditation status.

- 24) Program income: Grantee agrees that gross income (revenues) from fees charged for forensic science or medical examiner services constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance 2 C.F.R. 200.307. program income earned during the award period and expenditures must be reported.

Program income earned during the grant period may be expended only for permissible uses of funds identified in the FY 2017 Coverdell Grant Program solicitation.

Program income earned during the final 90 days of the grant period may, if appropriate, be obligated (as well as expended) for allowable uses during the 90 day period following the end of the grant period. Any program income earned during the grant period that is not obligated and expended within 90 days of the end of the award period must be returned to OJP.

- 25) Grantee must promptly notify OJP if it either starts or stops charging fees for forensic science or medical examiner services, or if it revises its method of allocating fees received for such services to program income.
- 26) Grantee will follow their process regarding external investigations and will refer allegations of serious negligence or misconduct substantially affecting the integrity of forensic results to government entities with an appropriate process in place to conduct independent external investigations, such as the entity identified the grant application.
- 27) Information sharing: Grantee shall provide OJP with copies of publications (including those prepared for conferences and other presentations) resulting from this award, prior to or simultaneous with their public release. NIJ defines publications as any written, visual or sound material substantively based on the project, formally prepared by the grantee for dissemination to the public. Any publications – excluding press releases and newsletters – whether published at the grantee's or government's expense, shall contain the following statement: "This project was supported by Award No. 2017-CD-BX-0040, awarded by the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this

publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice.” this statement shall appear on the first page of written publications. For audio and video publications, it shall be included immediately after the title of the publication.

28) Grantee shall transmit to OJP copies of all official award-related press releases at least ten (10) working days prior to the public release.

29) Grantee acknowledges that the Federal Office of Justice Programs reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purpose: (1) any work subject to copyright developed under and award or subaward: and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

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# National Forensic Sciences Improvement 2019

Organization: St Paul Police Department

## Project Information Form

### 1. FISCAL AGENT (This is the agency named in the grant contract that will be responsible for the administration of the grant.)

Legal Name: Saint Paul Police Department

Phone: 651-291-1111

Address: 367 Grove Street

Fax:

City: Saint Paul

Zip Code: 55101

Federal ID #: 41-6005521

State ID #: 008025095

### 2. AUTHORIZED REPRESENTATIVE (This is the person whose name should appear in the grant contract and who will be responsible for ensuring that the terms and conditions of the contract are met. This person does not have the signature authority, but must be an employee of the fiscal agent cited in #1.)

Name & Title: Robert Thomasser, Assistant Chief of  
Police

Phone: 651-266-5589

Address: 367 Grove Street

Fax: 651-266-5906

City: Saint Paul

Zip Code: 55101

Email: robert.thomasser@ci.stpaul.mn.us

### 3. OPERATING AGENCY (IF DIFFERENT FROM #1) (In most cases, this is the primary service provider.)

Legal Name: n/a

Phone:

Address: 367 Grove Street

Fax:

City: Saint Paul

Zip Code: 55101

### 4. PROGRAM MAIN CONTACT (This is the person that OJP can contact for any programmatic questions.)

Name & Title: Carol Gronfor, Grant Specialist

Phone: 651-266-5544

Address: 367 Grove Street

Fax: 651-266-5906

City: Saint Paul

Zip Code: 55101

Email: carol.gronfor@ci.stpaul.mn.us

**5. FINANCIAL CONTACT (This is the person that OJP can contact for any financial questions.)**

Name & Title: Wendy Trebesch, Accountant IV

Phone: 651-266-5568

Address: 367 Grove Street

Fax: 651-266-5906

City: Saint Paul

Zip Code: 55101

Email: wendy.trebesch@ci.stpaul.mn.us

**6. CONTRACT MAILING CONTACT: (Which individual above should receive the contract packet in the mail and be responsible for obtaining the correct signatures on the contract and completing the necessary forms?)**

Name: Carol Gronfor

**7. PROJECT INFORMATION**

Project Name: Saint Paul Police Department Forensic Services Unit

Project Start Date: 4/1/2019

Project End Date: 12/31/2019

Total Funds Requested: \$30,250

Legislative District: 004

County/Counties Served by the Project: Ramsey

Is this a new project?

✓

Project Abstract:

SPPD requests funding to make upgrades to equipment in the Forensic Services Unit.

## **Saint Paul Police Department Forensic Services Unit**

The Saint Paul Police Department Forensic Services Unit (SPPD-FSU) provides forensic services to the city of Saint Paul, the Ramsey County Attorney Office and the Ramsey County Medical Examiner Office. The City of Saint Paul is the capital city of the State of Minnesota and has a population of 302,398. The Saint Paul Police Department is currently staffed with a total of 809 employees, 624 of those are sworn personnel. The SPPD-FSU is staffed with Forensic Technicians (five officers and two sergeants) which process evidence and crime scenes. In addition, the SPPD has a civilian Forensic Laboratory Manager which is also an IAI Certified Latent Print Examiner, and four civilian Forensic Scientists which process evidence, crime scenes, and perform latent print comparisons. Additional staffing support for the SPPD-FSU is provided by a forensics consulting company, Schwarz Forensic Enterprises, as needed. One sergeant assigned to the SPPD-FSU specializes in the investigation of crash and crime scenes and the other is the technical lead for crime scene processing.

The SPPD-FSU is accredited by ANAB (ANSI-ASQ National Accreditation Board) in Forensic Inspection ISO/IEC 17020:2012. The SPPD-FSU Scope of Accreditation includes the following services:

- Crime Scene Inspection
- Latent Print Examination
- Impression Evidence Examination
- Barrel Length Determination
- Serial Number Restoration

- Shooting Scene Reconstruction

The SPPD-FSU is committed to providing reliable forensic services to our customers. We continually evaluate areas in which we can improve the quality of our services. One way we could improve the quality of service to our clients is to reduce the amount of time spent at scenes and processing information collected at the scene. This would allow us to have the finished product to the customer in a timelier fashion.

**Goal 1: Reduce the amount of time spent at scenes.**

The SPPD-FSU has a 3D scanner (FARO Focus 3D Scanner) that is used to document crime scenes. This scanner has been in use for over 5 years and has an operating range of 41°F - 104°F. We regularly experience temperatures below 41°F and this has caused delays at scenes where the scanner needs to be warmed up periodically. There have also been scenes where we have not used the 3D scanner due to extreme temperatures or weather conditions.

Sometimes scanning had to wait until rain or snow stopped. The SPPD-FSU would like to use the scanner at more scenes for accurate scene documentation, however, we would like a more efficient scanner that has a better operating temperature range, and can be used even if it is raining or snowing.

We are requesting funds for a new FARO Focus<sup>M</sup> 70 scanner which has several improvements that would allow us to reduce the amount of delays due to weather conditions, would allow us to use the scanner at more scenes (increasing quality) and would be safer to operate.

<b>Specification</b>	<b>Current Model FARO Focus 3D S120</b>	<b>FARO Focus<sup>M</sup> 70</b>
Operating temperature range	41°F - 104°F	-4°F - 131°F
Range	120m	70m
Use when raining/snowing	Avoid use	Wet weather capable

Photo Quality	Up to 70 megapixel color	Up to 165 megapixel color
High Dynamic Range	No	Yes
Measurement speeds (pts/sec)	Up to 976,000	Up to 488,000
Safety	Class 3R laser	Class 1 laser

**Goal 2: Reduce the amount of time processing information collected at the scene.**

Another delay that we experience is in the processing of information collected at the scene. When a 3D scanner is used at the scene, the scans need to be registered and we have experienced significant delays unless our most experienced technician is working on the project. The FARO Focus<sup>M</sup> 70 scanner uses GPS so this registration process is easier.

In addition to the scanner, we are purchasing a battery for the Scanner, a tripod and updated Scene software which is needed to process the scans. FARO Zone 3D software can be used to create 2D and 3D scene diagrams and animations. Faro Zone 3D Advanced has additional tools to analyze crime scenes, crash scenes, fire scenes, shooting reconstruction and blood stain patterns. While the SPPD FSU does not currently offer blood stain pattern analysis we are considering adding this to our accreditation scope.

**Total funds requested \$30,250**

**National Forensic Sciences Improvement 2019**

**St Paul Police Department**

**A-NFSIA-2019-SPPD-001**

**Budget : Lab Equipment**

Select the appropriate Program Component for this budget item:

Forensic Laboratory Improvement: Saint Paul Police Department Forensic Services Unit

Select the appropriate Budget Category for this budget item:

Equipment over \$5,000

Provide a short description for this budget item (should be unique to this budget):

Lab Equipment

Provide a more detailed description for this budget item:

D Forensic Services Unit will purchase a new FARO FocusM 70 scanner. One Laser Scanner Focus M 70. 1 @ \$23,540.

Total equipment costs requested: \$23,540.

Enter the dollar amounts associated with the budget item:

Award  
\$23,540.00

Match

National Forensic Sciences Improvement 2019

St Paul Police Department

A-NFSIA-2019-SPPD-001

Budget : Lab Supplies

Select the appropriate Program Component for this budget item:

Forensic Laboratory Improvement: Saint Paul Police Department Forensic Services Unit

Select the appropriate Budget Category for this budget item:

Other Expenses

Provide a short description for this budget item (should be unique to this budget):

Lab Supplies

Provide a more detailed description for this budget item:

Saint Paul PD Forensic Services Unit will purchase updated Scene software which is needed to process the scans, and FARO Zone 3D Advanced software that can be used to create 2D and 3D scene diagrams and animations. Faro Zone 3D has additional tools to analyze crime scenes, crash scenes, fire scenes, shooting scene reconstruction and blood stain patterns. FocusS Battery Power Block for use with the Faro FocusM 70 Scanner. 1 @ \$590 = \$590 FaroZone 3D Advanced - Single License Dongle for software. 3 @ \$150 = \$450 Scene software dongles. 3 @ \$190 each = \$570.

Scene software upgrade. 1 time fee @ \$4070 = \$4070

Carbon fiber compact tripod for scanner. 1 @ \$1150 = \$1150

Total Costs= \$6830

Total Non Federal= \$120

Total Federal Request = \$6710

Enter the dollar amounts associated with the budget item:

Award  
\$6,710.00

Match