

**RESOLUTION
 CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

1 WHEREAS, the City of Saint Paul, Police Department has been awarded the Juvenile Accountability Block Grant
 2 2012 (Attachment A) by the State of Minnesota, Department of Public Safety; and

3
 4 WHEREAS, this grant provides funds to support and improve the juvenile system including reducing juvenile
 5 delinquency, improving the juvenile justice system and increase accountability for juvenile offenders; and

6
 7 WHEREAS, the 2011 financing and spending plan needs to be amended for these funds; and

8
 9 WHEREAS, the Mayor pursuant to Section 10.07.1 of the Charter of the City of Saint Paul, does certify that there
 10 are available for appropriation funds of \$5,000 in excess of those estimated in the 2011 budget; and

11
 12 WHEREAS, the Mayor recommends that the following addition be made to the 2011 budget:

13 **436 Police - Special Fund - Activity (34067-JABG)**

Account(Object Code)		CURRENT BUDGET	CHANGES	AMENDED BUDGET
Spending Changes				
0141	Overtime	26,334	(146)	26,188
0439	Fringe Benefits	-	4,098	4,098
0449	Workers Comp	-	1,048	1,048
TOTAL:		26,334	5,000	31,334
Financing Changes				
3199	Federal Grant-State Administered	26,334	5,000	31,334
TOTAL:		26,334	5,000	31,334

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 26 THEREFORE BE IT RESOLVED, that council accepts this grant and authorizes the City of Saint Paul to enter into,
 27 and Chief Thomas Smith to implement the attached agreement with the State of Minnesota which includes an
 28 indemnification clause; and

29
 30 THEREFORE BE IT RESOLVED, that the Saint Paul City Council approves these changes to the 2011 budget.

	Yeas	Nays	Absent
Bostrom			
Carter			
Harris			
Helgen			
Lantry			
Stark			
Thune			

Requested by Department of: **POLICE**

By: *Th. Smith*

By: _____
 Approved by the Office of Financial Services

By: _____
 Approved by City Attorney

By: _____
 Approved by Mayor for Submission to Council

Adopted by Council: Date _____

Adoption Certified by Council Secretary

By: _____

Approved by Mayor: Date _____

By: _____



Minnesota Department of Public Safety ("State") Commissioner of Public Safety Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: Juvenile Accountability Block Grant 2012 Grant Agreement No.: A-JABG-2012-SPPD-00027
Grantee: City of St Paul Police Department 367 Grove Street St Paul, Minnesota 55106-2416	Grant Agreement Term: Effective Date: 7/1/2011 Expiration Date: 6/30/2012
Grantee's Authorized Representative: Eugene Polyak, Commander St Paul Police Department 367 Grove Street St. Paul, Minnesota 55101 (651) 266-5566	Grant Agreement Amount: Original Agreement \$29,692.00 Matching Requirement \$3,299.00
State's Authorized Representative: Debi Reynolds, Grants Specialist Justice and Community Grants Bremer Tower Suite 2300, 445 Minnesota Street St. Paul, Minnesota 55101 (651) 201-7342	Federal Funding: CFDA 16.523 State Funding: None Special Conditions: None

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

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved Juvenile Accountability Block Grant 2012 Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at Bremer Tower, 445 Minnesota Street, Suite 2300, St. Paul, Minnesota 55101-2139. The Grantee shall also comply with all requirements referenced in the Juvenile Accountability Block Grant 2012 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (www.wego.dps.state.mn.us), 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: _____

Grant Agreement No. A-JABG-2012-SPPD-00027/3-1394

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Budget Summary

Accountability-Based Programs: Juvenile Accountability Block Grant		
Budget Category	Award	Match
Personnel	\$17,442.00	\$1,938.00
Payroll Taxes & Fringe	\$4,650.00	\$517.00
Total	\$22,092.00	\$2,455.00

Courts and Probation: Juvenile Accountability Block Grant		
Budget Category	Award	Match
Personnel	\$6,000.00	\$666.00
Payroll Taxes & Fringe	\$1,600.00	\$178.00
Total	\$7,600.00	\$844.00

Total Allocation	\$29,692.00	\$3,299.00
Balance	\$29,692.00	\$3,299.00
	\$0.00	\$0.00

EXHIBIT A

Office of Justice Programs (OJP)
Juvenile Accountability Block Grant 2012 RFP
Grant Program Guidelines

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

Financial Requirements:

- 1) The grantee's eligible expenditures under this grant contract must be incurred by the grantee by the expiration date of the grant agreement. The grantee will report on all expenditures, interest earned, and interest expended pertaining to this grant contract in WEGO. Final expenditure report must be received no later than 30 days after the Expiration date of this grant contract.
- 2) The grantee shall submit a written budget revision request via WEGO 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 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 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.
- 4) 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.

Reporting Requirements:

- 1) Grant Manual: The grantee shall report to the OJP as specified in the Office of Justice Programs' Grant Manual.
- 2) Financial Reporting: The grantee shall submit a financial reporting form to OJP using the Web-Enabled Grant Operations System (WEGO) at least quarterly utilizing within 30 days after the end of the reporting period.
- 3) Progress Reporting: The grantee shall use WEGO to submit a quarterly narrative of the progress achieved towards the accomplishment of the goals and objectives and within 30 days after the end of each reporting period.
- 4) Statistical Reporting: The grantee shall also submit a Quarterly Statistical Report of services provided in WEGO and within 30 days after the end of each quarter.
- 5) Requirement Changes: OJP may modify or change all reporting forms at their discretion during the grant period.
- 6) Additional Requirements: The grantee shall submit such other reports and attend meetings and training as OJP shall reasonably request.

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 grantee.
- 2) Special 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.

Juvenile Accountability Block Grant Federal Provisions:

Payments under this grant contract will be made from federal funds obtained by the State through 42 USC 5631(a), CFDA number 16.523. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

- 1) Supplant: Grantee may not use funds received under this grant contract to supplant or substitute state and local public funds that would otherwise be available for crime victim assistance.
- 2) Audits: The Grantee will comply with the Single Audit Amendments of 1996 and Office of Management and Budget Circular A-133. An explanation of the Federal Audit Requirements is attached and incorporated and made a part of this grant contract.
- 3) Matching Funds: The Grantee assures that matching funds required to pay the non-Federal portion of the cost of each program and project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for these activities by the recipients of the grant funds.
- 4) Juvenile Accountability Block Grant Program Requirements: The Grantee agrees to comply with all Juvenile Accountability Incentive Block Grants (JABG) program requirements as outlined in the JABG Program Guidance Manual, Version 3.0 (September 2000) or future JABG Program Guidance Manuals, and JABG program regulations (28 CFR., Part 31).
- 5) 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.
- 6) Lobbying: Federal Restrictions on Lobbying imposed by 31 U.S.C. Section 1352, requires that no federally appropriated funds will be used, directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of the federal Office of Justice Programs.
- 7) Publications: Any written, visual, or audio publications, with the exception of press releases, whether published at the the grantee's or OJP's expense, shall contain the following statement:

"This project was supported by Grant No. 2010-JB-FX-0055 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the

Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United States Department of Justice.”

8) Other Federal Requirements: This grant contract is subject to all applicable federal and state statutes and regulations, including, but not limited to the following:

A) 28 CFR Part 69, New Restrictions on Lobbying, and 28 CFR Part 67, Government-Wide Debarment and Suspension and Government-Wide Requirements for Drug-Free Workplace through the submission of a certification form committing the Grantee to compliance.

B) 28 CFR 42.302 et.seq. through the submission of a certification form regarding the Grantee’s Equal Opportunity Employment Plan compliance. The Grantee will provide an Equal Employment Opportunity Plan if required to maintain one, where the application is for \$500,000 or more.

C) 28 CFR Part 46 and all federal Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

D) 42 USC Section 3789g and 28 CFR Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees to submit a Privacy Certificate that is in accord with requirements of 28 CFR Part 22 and, in particular, section 22.23.

Agreement to Acknowledge the Program Guidelines are Incorporated Into the Grant Agreement:

By submitting this application, I/we [name of Applicant Organization Representative] as an authorized Representative for [Applicant Organization’s Name] the Applicant, acknowledge that I have read the Program Guidelines in their entirety as stated within the Application materials and acknowledge that the Program Guidelines will be incorporated into the Grant Agreement if funds are awarded to the Applicant under this Application. As authorized, if the Applicant is awarded funds under this Application, I will submit the required documents and certification on behalf of the Applicant Organization.

Juvenile Crime Enforcement Coalition (JCEC) of Minnesota
and
Office of Justice Programs

Minnesota Department of Public Safety (DPS)

Juvenile Accountability Block Grant (JABG) Application

May 2011

Full application includes:

(1) Word document containing the following forms:

Form A – Local Juvenile Crime Enforcement Coalition

Form B – Local Coordinated Enforcement Plan for Reducing Juvenile Crime

Form C - Controlled Substance Testing

Form D – Work Plan (with example)

Form E – Project Information Sheet

Form F – Terms and Conditions

Form G – Program Guidelines 2011

(2) Budget for 7/1/11 – 6/30/12 (on WEGO system only)

(3) Attachments and WEGO instructions

Applications must be submitted via the online WEGO system

Minnesota Juvenile Accountability Block Grant (JABG) 2011-2012 Grant Application

Local Juvenile Crime Enforcement Coalition (JCEC)

When establishing a local JCEC, units of local government must include, unless impracticable, individuals representing (1) police, (2) sheriff, (3) prosecutor, (4) State or local probation services, (5) juvenile court, (6) schools, (7) business, and (8) religious affiliated, fraternal, nonprofit or social service organizations involved in crime prevention. The eight listed groups for establishing a JCEC is not an exhaustive list. Units of local government may add additional representation as appropriate.

Please include the person's name, title, address, organization represented, phone and fax numbers and e-mail (if available).

Juvenile Crime Enforcement Coalition Members:

1. Police:

	Tom Smith, Chief	
	Amy Brown, Research and Development Manager	Phone: 651-266-5707
	Saint Paul Police Department	Fax: 651-266-5542
	367 Grove Street	Email: amy.brown@ci.stpaul.mn.us
	Saint Paul, MN 55101	

2. Sheriff: Sheriff Matt Bostrom

3. Prosecutor:

	Kate Richtman, County Attorney	Phone: 651-266-3125
	50 W Kellogg, Suit 315	
	Saint Paul, MN 55102	

4. Probation:

	Michael Belton, Ramsey county probation	Phone 651 266-5303
	50 W. Kellogg, Suite 315	
	St. Paul, MN. 55102	

5. Court:

	Judge John Vandenorh Jr.	Phone: 651-266-5154
	25 W. 7 th	
	Saint Paul, MN 55102	

6. School:

	Saint Paul Public Schools	Phone: 612 990-6993
	Lauri Olson	
	360 Colborne Street	
	Saint Paul, MN 55102	

7. Business:

8. Community Organization Representative:

YWCA
William L. Collins Jr.
375 Selby Avenue
Saint Paul, MN 55102

9. Other:

Minnesota Juvenile Accountability Block Grant (JABG) 2011-2012 Grant Application

Local Plan

Units of local government that are eligible to receive JABG funds must establish a Coordinated Enforcement Plan to reducing juvenile crime, developed by the local Juvenile Crime Enforcement Coalition (JCEC).

Coordinated Enforcement Plan for Reducing Juvenile Crime

This plan developed by the local JCEC is based on an analysis of local juvenile justice system needs. The analysis determines the most effective uses of funds, within the seventeen JABG Program Purpose Areas. This analysis is needed in order to achieve the greatest impact on reducing juvenile delinquency, to improve the juvenile justice system, and to increase accountability for juvenile offenders.

Please summarize the Program Purpose Areas you intend to fund and provide an overview of your rationale. This summary should bring together both the overall issues and the rationale for the specific areas your partnership has chosen to fund.

Local Plan for: City of Saint Paul
 (City/County/Partnership)

There is no single program that meets the numerous needs of the youth in our city. We believe the following plan addresses a number of the most significant issues we face today. Our strategy will encompass elements of prevention, enforcement and mentoring. While this approach may not solve all of the issues, we believe we will be able to show substantial results as we have in the past. The plan may be considered in three main areas:

- **Enhance Probation:** Deals with chronic serious offenders. St. Paul Officers will partner with Ramsey County Probation to conduct random inspections on youth assigned to Enhanced Probation. These random checks will instill in youth that there are consequences for their actions and if found to be in violation of their probation immediate consequences will be rendered, hopefully emphasizing the fact that they must take responsibility for their actions.
- **Truancy and Curfew Sweeps:** The purposes of the sweeps are to allow juveniles to see that they must attend school and obey curfew laws. Not only are the juveniles taken off the streets, they are taken to a Ramsey County Curfew Center where an adult is able to talk to them about their choices and make arrangements to get the offender home. The funding for the enforcement of curfew allows us the opportunity to team up with other agencies in order to work on these two problems. When we enforce these particular offenses, we believe that the overall crime rate can drop and we help prevent youth from becoming both suspects and victims of crimes.
- **Mentoring (After School Enrichment and Police Athletic League):** To provide a caring adult to an at-risk juvenile to mentor and provide role models will have the greatest potential for them to meet the expectations of society and themselves. We will provide mentors from the police department by using police officers to participate with non-profit agencies in Saint Paul in their summer programs and youth athletic events. The youth will come to see the officers as role models and as a resource rather than someone to be feared.

**Minnesota Juvenile Accountability Block Grant (JABG)
2011-2012 Grant Application**

Controlled Substance Testing

Federal law requires that a unit of local government, to be eligible to receive a JABG award or subgrant, must have implemented or agreed to implement a policy for testing appropriate categories of juveniles within the juvenile justice system for use of controlled substances.

Categories of juveniles within the juvenile justice system that are "appropriate" for testing shall be determined by the Chief Executive Officer of the State certifying compliance or by the applicant unit of local government. It is expected that appropriate categories will vary among jurisdictions depending on their needs and resources. States and units of local government are encouraged to include drug treatment in their overall plan to reduce juvenile drug use.

Please state your jurisdiction's established policy or plan to establish a policy, for controlled substance testing for juveniles. Please speak specifically to the criteria used to determine whether a juvenile is tested in your jurisdiction. Use additional sheets if necessary.

All juveniles on enhanced probation are tested at the local Juvenile Correction Facility. They are also randomly tested throughout their probation as terms and conditions of their probation.

WORK PLAN – Form D Page 1-5

Program Purpose Area #	GOAL: WHAT DO YOU INTEND TO ACHIEVE? (The immediate or direct effects your program intends to achieve.)			
11	After School Enrichment: Builds trust between at-risk youth in the community and police officers by utilizing the officers as mentors/role models in the community sponsored after school and summer school programs. The opportunities for the youth to commit crimes will be reduced as they become more involved and productive due to the supervised activities. Furthermore, the program provides a safe venue for youth to engage in homework and sports with officers building self-confidence and reducing the opportunity to become involved in criminal activity.			
What activities are you funding to fulfil this goal?		Frequency of activity	Time Frame	Person or Position Responsible
JABG funds will be spent paying 50 hours of overtime to officers to attend summer school and after school programs to help children get ready for the 2011-2012 school year. These officers may periodically play recreational games or participate in outings to build relationships.		Approximately two officers as needed throughout the summer and school year.	During the summer and school year of 2011/2012.	Commander Eugene Polyak
Person (name, title, organization, & phone #) responsible for completing this form:		Commander Eugene Polyak Saint Paul Police Department 651-266-5516		

Program Purpose Area #	GOAL: WHAT DO YOU INTEND TO ACHIEVE? (The immediate or direct effects your program intends to achieve.)		
11	Police Athletic League: Build trust between at-risk youth in the community and police officers by utilizing officers as mentors in the community / agency sponsored police athletic league programs. The opportunities for youth to commit crimes will be reduced as they are involved in productive, supervised activities.		
What activities are you funding to fulfill this goal?	Frequency of activity	Time Frame	Person or Position Responsible
JABG funds will be spent paying 140 hours of overtime to officers to provide youth with the opportunity to participate in athletic events, develop social skills, increase self esteem, incorporate a teamwork mentality and be granted guidance from positive role models.	Depending on time of year/season events may be weekly or on a monthly basis.	During hours as scheduled by the PAL coordinator and during high crime time frames	Sgt. Ray Jefferson.
Person (name, title, organization, & phone #) responsible for completing this form:	Commander Eugene Polyak Saint Paul Police Department 651-266-5516		

Program Purpose Area #	GOAL: WHAT DO YOU INTEND TO ACHIEVE? (The immediate or direct effects your program intends to achieve.)		
11	Curfew/Truancy: Have teams of police officers to pro-actively seek out juvenile truancy and curfew violators. Truant juveniles and those found after curfew will be brought to their home school or curfew center where a Juvenile Sergeant will give them a questionnaire and assess the needs of the juveniles and offer assistance. As a result, we hope to see the overall crime rate drop and help prevent youth from becoming both suspects and victims of crimes.		
What activities are you funding to fulfill this goal?	Frequency of activity	Time Frame	Person or Position Responsible
JABG funds will be spent paying 182 hours of overtime to officers for pro-active curfew enforcement in order to reduce crime and have a safe a secure environment for the juveniles. This enforcement should reduce the crime rate for juveniles for the hours after curfew.	Officers will be assigned throughout the summer months and during other active timeframes during the school year.	July 1, 2011 through expenditure of the funds.	Commander Eugene Polyak.
Person (name, title, organization, & phone #) responsible for completing this form:	Commander Eugene Polyak Saint Paul Police Department 651-266-5516		

Program Purpose Area #	GOAL: WHAT DO YOU INTEND TO ACHIEVE? (The immediate or direct effects your program intends to achieve.)		
15	Enhanced Probation: Teams of police officers and probation officers will make pro-active home visits to youth assigned to intensive probationary supervision by the court. These visits will underscore to the youth that they will be held accountable to society and the courts for their behavior. The intense supervision and accountability will help to keep these juveniles in compliance with their probation requirements and lessen the chance of their violating the conditions of their probation or becoming involved in new offenses.		
What activities are you funding to fulfill this goal?	Frequency of activity	Time Frame	Person or Position Responsible
JABG funds will be spent paying 128 hours of overtime to officers for pro-active home visits to the youth assigned to intensive probationary supervision by the court. These visits will underscore to the youth that they will be held accountable to society and the courts for their behavior.	Details will take place on a random basis throughout the grant cycle.	July 1, 2011 through expenditure of the funds.	Commander Eugene Polyak.
Person (name, title, organization, & phone #) responsible for completing this form:	Commander Eugene Polyak Saint Paul Police Department 651-266-5516		

WORK PLAN – Example Form D Page 5-5

Example of Work Plan with Program Purpose Area Performance Measures

Program Purpose Area #	GOAL: WHAT DO YOU INTEND TO ACHIEVE? (The immediate or direct effects your program intends to achieve.)		
1- Graduated Sanctions	Reduce recidivism rates of first time and repeat juvenile offenders by instituting a community program which will teach juveniles the impact of their crime while also holding them accountable for their action(s).		
What activities are you funding to fulfill this goal?	Frequency of activity	Time Frame	Person or Position Responsible
<p>JABG funds will go toward supporting 80% of the FTE salary of Instructor Mr. Y, who will work at the community day treatment program.</p> <p>In coordinating with the community program, Instructor Y will spend his time aiming to reach the intended goal(s) by:</p> <ol style="list-style-type: none"> 1. Meeting one on one with each youth every other week throughout the school year; this equals approximately 5-6 meetings each quarter. 2. Either through individual attention or in a group, classroom setting, the instructor will give each youth approximately 360 hours of service time each quarter. 	Daily 8:00am to 3:00pm	School Calendar Year-Fall 2007 to Spring 2008.	<p>Director of Program is Mr. X.</p> <p>Instructor(s) are: Mr. Y and Ms. Z</p>
Person (name, title, organization, & phone #) responsible for completing this form:	Director of Program Mr. X.- with County Services Dept. W Phone: 555/555-5555		



OFFICE OF JUSTICE PROGRAMS



Project Information Sheet - Form E

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

Legal Name:	St. Paul Police Department	Phone:	651 266-5516
Address:	367 Grove Street	Fax:	651 266-5509
City/ZIP:	St. Paul, MN. 55101		
Federal ID #:	416005521	State ID #:	8025095

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 to have signature authority, but must be an employee of the fiscal agent cited in #1.*)

Name & Title:	Commander Eugene Polyak	Phone:	651 266-5516
Address:	367 Grove Street	Fax:	651 266-5509
City/ZIP:	St. Paul, MN. 55101	E-mail:	Gene.Polyak@ci.stpaul.mn.us

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

Legal Name:		Phone:	
Address:		Fax:	
City/ZIP:			

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

Name & Title:	Grants manager Amy Brown	Phone:	651 266-5707
Address:	367 Grove Street	Fax:	651 266-5542
City/ZIP:	St. Paul, MN. 55101	E-mail:	Amy.brown@ci.stpaul.mn.us

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

Name & Title:	Grants Manager Amy Brown	Phone:	651 266-5707
Address:	367 Grove Street	Fax:	651 266-5542
City/ZIP:	St. Paul, MN. 55101	E-mail:	Amy.brown@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:	Commander Eugene Polyak	651 266-5516
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Terms and Conditions for Grantees that are Not State Agencies – Form F

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; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction and Venue; and 16. Data Disclosure.

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

Grantee must indemnify, save and hold the State, its agents, and employees harmless from any claims or causes of action, including all attorneys' fees incurred by the State arising from the performance of the grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under the grant agreement and subsequent grant agreements. The liability for Grantees that are municipalities is governed by Minn. Stat. § 466 and any other applicable law, rule or regulation.

10. Audits

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

If applicable, if the Grantee (in federal OMB Circular language known as "subrecipient") receives federal assistance from the State of Minnesota, it will comply with the Single Audit Act Amendments of 1996 as amended and Office of Management and Budget Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" for audits of fiscal years beginning after June 30, 1996; and, required audit reports must be filed with the State Auditor's Office, Single Audit Division, and with federal and state agencies providing federal assistance, and the Department of Public Safety within nine months of the Grantee's fiscal year end.

11. Government Data Practices

The Grantee and the State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by the State under the grant agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the Grantee under the grant agreement. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

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. Workers' Compensation

Grantee certifies that it is in compliance with Minnesota Statutes, § 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

13. 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.

14. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs the grant agreement. Venue for all legal proceedings out of the grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. 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 by the Grantee. The Grantee may request termination upon 30 day's notice to the State's Authorized Representative. Upon termination, the Grantee is entitled to payment for services actually performed and agrees to return any unused funds to the State.

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.

16. Data Disclosure

Under Minnesota Statutes, § 270C.65, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

17. Other Provisions be it understood:

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

Agreement to Acknowledge the Terms and Conditions are Incorporated Into the Grant Agreement:

By submitting this application, I/we [St. Paul Police Department , Commander Eugene Polyak as an authorized Representative for [St. Paul Police Department] the Applicant, acknowledge that I have read the Terms and Conditions in their entirety as stated within the Application materials and acknowledge that the Terms and Conditions will be incorporated into the Grant Agreement if funds are awarded to the Applicant under this Application. As authorized, if the Applicant is awarded funds under this Application, I will submit the required documents and certification on behalf of the Applicant Organization.

Form G
Office of Justice Programs (OJP)
Juvenile Accountability Block Grant 2011-2012 RFP
Grant Program Guidelines

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

Financial Requirements:

- 1) The grantee's eligible expenditures under this grant contract must be incurred by the grantee by the expiration date of the grant agreement. The grantee will report on all expenditures, interest earned, and interest expended pertaining to this grant contract in Egrants . Final expenditure report must be received no later than 30 days after the Expiration date of this grant contract.
- 2) The grantee shall submit a written budget revision request via Egrants 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 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 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.
- 4) 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.

Reporting Requirements:

- 1) Grant Manual: The grantee shall report to the OJP as specified in the Office of Justice Programs' Grant Manual.
- 2) Financial Reporting: The grantee shall submit a financial reporting form to OJP using Egrants, a web-based grant management system, at least quarterly utilizing within 30 days after the end of the reporting period.
- 3) Progress Reporting: The grantee shall use Egrants to submit a quarterly narrative of the progress achieved towards the accomplishment of the goals and objectives and within 30 days after the end of each reporting period.
- 4) Statistical Reporting: The grantee shall also submit a Quarterly Statistical Report of services provided in Egrants and within 30 days after the end of each quarter.
- 5) Requirement Changes: OJP may modify or change all reporting forms at their discretion during the grant period.
- 6) Additional Requirements: The grantee shall submit such other reports and attend meetings and training as OJP shall reasonably request.

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 grantee.
- 2) Special 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.

Title II Federal Provisions:

Payments under this grant contract will be made from federal funds obtained by the State through 42 USC 5631(a), CFDA number 16.523. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

- 1) Supplant: Grantee may not use funds received under this grant contract to supplant or substitute state and local public funds that would otherwise be available for crime victim assistance.
- 2) Audits: The Grantee will comply with the Single Audit Amendments of 1996 and Office of Management and Budget Circular A-133. An explanation of the Federal Audit Requirements is attached and incorporated and made a part of this grant contract.
- 3) Matching Funds: The Grantee assures that matching funds required to pay the non-Federal portion of the cost of each program and project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for these activities by the recipients of the grant funds.
- 4) Juvenile Accountability Block Grant Program Requirements: The Grantee agrees to comply with all Juvenile Accountability Incentive Block Grants (JABG) program requirements as outlined in the JABG Program Guidance Manual, Version 3.0 (September 2000) or future JABG Program Guidance Manuals, and JABG program regulations (28 CFR., Part 31).
- 5) 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.
- 6) Lobbying: Federal Restrictions on Lobbying imposed by 31 U.S.C. Section 1352, requires that no federally appropriated funds will be used, directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of the federal Office of Justice Programs.
- 7) Publications: Any written, visual, or audio publications, with the exception of press releases, whether published at the the grantee's or OJP's expense, shall contain the following statement:

"This project was supported by Grant No. 2008-JB-FX-0003 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United States Department of Justice."

- 8) Other Federal Requirements: This grant contract is subject to all applicable federal and state statutes and regulations, including, but not limited to the following:
 - A) 28 CFR Part 69, New Restrictions on Lobbying, and 28 CFR Part 67, Government-Wide Debarment and Suspension and Government-Wide Requirements for Drug-Free Workplace through the submission of a certification form committing the Grantee to compliance.
 - B) 28 CFR 42.302 et.seq. through the submission of a certification form regarding the Grantee's Equal Opportunity Employment Plan compliance. The Grantee will provide an Equal Employment Opportunity Plan if required to maintain one, where the application is for \$500,000 or more.

- C) 28 CFR Part 46 and all federal Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
- D) 42 USC Section 3789g and 28 CFR Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees to submit a Privacy Certificate that is in accord with requirements of 28 CFR Part 22 and, in particular, section 22.23.

Agreement to Acknowledge the Program Guidelines are Incorporated Into the Grant Agreement:

By submitting this application, I/we [Commander Eugene Polyak] as an authorized Representative for [St. Paul Police Department] the Applicant, acknowledge that I have read the Program Guidelines in their entirety as stated within the Application materials and acknowledge that the Program Guidelines will be incorporated into the Grant Agreement if funds are awarded to the Applicant under this Application. As authorized, if the Applicant is awarded funds under this Application, I will submit the required documents and certification on behalf of the Applicant Organization.

Budget Summary

Accountability-Based Programs: Juvenile Accountability Block Grant		
Budget Category	Award	Match
Personnel	\$17,442.00	\$1,938.00
Payroll Taxes & Fringe	\$4,650.00	\$517.00
Total	\$22,092.00	\$2,455.00

Courts and Probation: Juvenile Accountability Block Grant		
Budget Category	Award	Match
Personnel	\$6,000.00	\$666.00
Payroll Taxes & Fringe	\$1,600.00	\$178.00
Total	\$7,600.00	\$844.00

Total	\$29,692.00	\$3,299.00
Allocation	\$29,692.00	\$3,299.00
Balance	\$0.00	\$0.00

Budget: Payroll Taxes & Fringe

Select the appropriate Program Component for this budget item:

Accountability-Based Programs: Juvenile Accountability Block Grant

Select the appropriate Budget Category for this budget item:

Payroll Taxes & Fringe

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

Payroll Taxes & Fringe

Provide a more detailed description for this budget item:

Required Match funds for Accountability Based Programs (Enhanced Probation) will come from department seized funds

Enter the dollar amounts associated with the budget item:

Award		Match
\$4,650.00		\$517.00

Budget: Payroll Taxes & Fringe

Select the appropriate Program Component for this budget item:

Courts and Probation: Juvenile Accountability Block Grant

Select the appropriate Budget Category for this budget item:

Payroll Taxes & Fringe

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

Payroll Taxes & Fringe

Provide a more detailed description for this budget item:

Match Requirements for Enhanced Probation will come from Department seized funds.

Enter the dollar amounts associated with the budget item:

Award		Match
\$1,600.00		\$178.00

Budget: Personnel

Select the appropriate Program Component for this budget item:

Accountability-Based Programs: Juvenile Accountability Block Grant

Select the appropriate Budget Category for this budget item:

Personnel

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

Personnel

Provide a more detailed description for this budget item:

Overtime funds for officers to work Truancy / Curfew, Police Athletic league and Afterschool Enrichment details. Matching funds are from seized funds

Enter the dollar amounts associated with the budget item:

Award
\$17,442.00

Match
\$1,938.00

Budget: Personnel

Select the appropriate Program Component for this budget item:

Courts and Probation: Juvenile Accountability Block Grant

Select the appropriate Budget Category for this budget item:

Personnel

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

Personnel

Provide a more detailed description for this budget item:

Overtime for officers working Enhanced Probation. Grant match is taken from department cash seized funds.

Enter the dollar amounts associated with the budget item:

Award	Match
\$6,000.00	\$666.00



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

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

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

1. LOBBYING

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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

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

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

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

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

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

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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

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

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

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

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address: **City of Saint Paul Police Department
367 Grove Street
Saint Paul Minnesota 55101**

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

#A-JABG-2012-SPPD-00027. Juvenile Accountability Block Grant 2012

#41-6005530

4. Typed Name and Title of Authorized Representative

Thomas E. Smith, Chief of Police

5. Signature

6. Date

**CERTIFICATION OF COMPLIANCE WITH REGULATIONS
OFFICE OF CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS
FOR SUBGRANTS ISSUED BY THE
MINNESOTA DEPARTMENT OF PUBLIC SAFETY, OFFICE OF JUSTICE PROGRAMS (OJP)**

INSTRUCTIONS: Complete the identifying information in the table below. Read the form completely, identifying under "I" the person responsible for reporting civil rights findings, and checking only the one certification under "II" that applies to your agency. Have your Authorized Official sign at the bottom of page 2, forward a copy to the person you identified under "I", and return the original to the Minnesota Office of Justice Programs.

Grant #A-JABG-2012-SPPD-00027	Grant Project Title: Juvenile Accountability Block Grant 2012		
Subgrantee Name (Funded Entity): City of Saint Paul Police Department			
Address: 367 Grove Street Saint Paul MN 55101			
Duration: Beginning Date:	7/1/2011	End Date:	6/30/2012
Award:		\$29,692.00	
Project Director's Name:	Amy Brown	Phone #:	651 266-5507

AUTHORIZED OFFICIAL'S CERTIFICATION: As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

- I. **CIVIL RIGHTS REQUIREMENTS OF SUBGRANT RECIPIENTS:** All subgrant recipients, regardless of the type of entity or the amount awarded, are subject to the prohibitions against discrimination in any program or activity.

I certify that this project will maintain, and submit when required, data to ensure our services are delivered in an equitable manner to all segments of the service population and our employment practices comply with Equal Opportunity Requirements 28 CFR 42.207 and 42.301 et seq.

I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings to the Division of Criminal Justice within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of the grant award beginning date. A copy of this Certification will be provided to this person, as identified here:

Person responsible for reporting civil rights findings of discrimination (name, address, and phone):

Amy Brown, Grants and Research Manager
City of Saint Paul Police Department
367 Grove Street
Saint Paul Minnesota 55101
651 266-5507

- II. **EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS:** Check the box before **ONLY THE ONE APPROPRIATE CERTIFICATION (A, B, C1 or C2 below)** that applies to this subgrantee agency during the period of the grant duration noted above.

CERTIFICATION "A" (NO EEOP IS REQUIRED if (1), (2) or (3), below, apply.)

This is the Certification that most non-profits and small agencies will use. Check (1), (2) and/or (3) as they apply to your entity. (More than one may apply.)

This funded entity has not been awarded more than \$1 million cumulatively from all programs administered by the U.S. Department of Justice over an 18-month period that includes the above grant duration period, and

(1) is an educational, medical or non-profit institution or an Indian Tribe; and/or

- (2) has less than 50 employees; and/or
 (3) was awarded through this grant from the Minnesota Office of Justice Programs an award of less than \$25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP pursuant to 28 CFR 42.301.

CERTIFICATION "B" (EEOP MUST BE ON FILE)

This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded through this grant from the Minnesota Office of Justice Programs more than \$25,000, but less than \$500,000 in federal U.S. Department of Justice funds. Also, it has not been awarded more than \$1 million cumulatively from all programs administered by the U.S. Department of Justice over an 18-month period that includes the above grant duration period.

Therefore, I hereby certify that this funded entity has formulated an Equal Opportunity Employment Plan in accordance with 28 CFR 42.301, et seq, subpart F, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Minnesota Office of Justice Programs or the Office for Civil Rights, federal Office of Justice Programs, as required by relevant laws and regulations.

CERTIFICATION "C1" (EEOP MUST BE SUBMITTED)

This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded through this grant from the Minnesota Office of Justice Programs more than \$500,000 in federal U.S. Department of Justice funds. However, it has not been awarded more than \$1 million cumulatively from all programs administered by the U.S. Department of Justice over an 18-month period that includes the above grant duration period.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an EEOP or an EEOP Short Form that will include a section specifically analyzing the subgrantee (implementing) agency.

CERTIFICATION "C2" (EEOP MUST BE SUBMITTED)

This funded entity, having 50 or more employees, has been awarded more than \$1 million cumulatively from all programs administered by the U.S. Department of Justice including this subgrant from the Minnesota Office of Justice Programs, over an 18-month period that includes the above grant duration period.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an EEOP that will include a section specifically analyzing the subgrantee (implementing) agency. (If you have already submitted an EEOP applicable to this time period, send a copy of the letter received from the Office for Civil Rights showing that your EEOP is acceptable.)

As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this certification.

Authorized Official's signature

Thomas E. Smith

Typed Name

Date

Chief of Police, City of Saint Paul

Title