

**RESOLUTION  
CITY OF SAINT PAUL, MINNESOTA**

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

1 WHEREAS, Ramsey County has been awarded the 2016 Toward Zero Death Enforcement Program  
2 grant with the State of Minnesota, Department of Public Safety and has sub-granted a portion of this  
3 grant to the City of Saint Paul, Police Department; and  
4

5 WHEREAS, this grant provides funds for the costs of personnel and equipment in its effort to increase  
6 compliance with traffic safety laws with particular emphasis on seat belt, child safety and driving while  
7 intoxicated; and  
8

9 WHEREAS, the City of Saint Paul Police Department requests authorization to enter into the attached  
10 sub-agreement; and  
11

12 THEREFORE BE IT RESOLVED, the city council accepts this grant and authorizes the City of Saint  
13 Paul to enter into and Chief Thomas Smith to implement the sub-agreement with Ramsey County in a  
14 form and content substantially as set forth in the attached.  
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Requested by Department of: **POLICE**

  
\_\_\_\_\_

By: **Thomas E. Smith, Chief of Police**

**Agreement  
Between the City of Saint Paul and Ramsey County**

THIS AGREEMENT, made and entered into this 15th day of September, 2015, is by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as “**Provider**” and Ramsey County, a political subdivision of the State of Minnesota, hereinafter referred to as “**County.**”

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

**SECTION 1: Scope of Services.**

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

**SECTION 2: Time for Completion.**

A. The services described in Section 1 shall be commenced on October 1, 2015, and will be completed in accordance with the schedule mutually agreed upon with the County through September 30, 2016.

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

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

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

A. For the Provider’s faithful performance of this Agreement, the County hereby agrees to compensate the Provider in the amounts and according to the provisions of Attachment A. Total payments to the Provider shall not exceed \$152,837.50.

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

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

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

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

**SECTION 4: Project Management.**

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

Sergeant Jeremy Ellison  
367 Grove Street  
Saint Paul, Minnesota  
651 266-5560

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

**SECTION 5: County Responsibilities.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

**SECTION 9: Independent Contractor.**

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

**SECTION 10: Subcontracting.**

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

**SECTION 11: Hold Harmless.**

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

**SECTION 12: Assignment.**

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

**SECTION 13: Termination.**

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

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

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

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

**SECTION 14: Default by Provider.**

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

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

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

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

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

**SECTION 16: Notices.**

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

To Provider:  
Wendy Trebesch  
Saint Paul Police Department  
367 Grove Street  
Saint Paul, MN 55101

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

**SECTION 17: Waiver.**

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

**SECTION 18: Survival of Obligations.**

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

B. If a court or governmental agency with proper jurisdiction determines that this

Agreement, or a provision herein is unlawful, this Agreement or that provision, shall terminate. If a provision is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

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

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

**SECTION 20: Force Majeure.**

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

**SECTION 21: Entire Agreement.**

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

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

**For the Provider:**

**For Ramsey County:**

*Approved as to form:*

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

By \_\_\_\_\_  
Julie Kleinschmidt, County Manager

\_\_\_\_\_  
Thomas E. Smith, Chief of Police

By \_\_\_\_\_  
Matt Bostrom, Sheriff

Approved as to form and insurance:

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

By \_\_\_\_\_  
Melitta George  
Assistant County Attorney

\_\_\_\_\_  
Mayor

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



## Grant Agreement

Page 1 of 2

<b>Minnesota Department of Public Safety ("State")</b> Department of Public Safety Office of Traffic Safety 445 Minnesota Street St. Paul, Minnesota 55101	<b>Grant Program:</b> 2016 Toward Zero Deaths (TZD) Enforcement Grant <b>Project No.:</b> 16-03-06, 16-02-05, 16-04-04, 16-06-16 <b>Grant Agreement No.:</b> A-ENFRC16-2016-RAMSEYSD-00002
<b>Grantee:</b> Ramsey County Sheriff's Office 425 Grove Street St. Paul, Minnesota 55101-2418	<b>Grant Agreement Term:</b> <b>Effective Date:</b> Oct. 1, 2015 <b>Expiration Date:</b> Sept. 30, 2016
<b>Grantee's Authorized Representative:</b> Scott Nelson 425 Grove Street St. Paul, Minnesota 55101-2418 (651) 775-8928 scott.nelson@co.ramsey.mn.us	<b>Grant Agreement Amount:</b> Original Agreement                      \$ 578,885.00 Matching Requirement                      \$ 11,835.00
<b>State's Authorized Representative:</b> Shannon Swanson 445 Minnesota Street St. Paul, Minnesota 55101 (651)-201-7063 shannon.swanson@state.mn.us	Federal Funding: CFDA 20.616, 20.600 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 2016 Toward Zero Deaths (TZD) Enforcement Grant Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, St. Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the 2016 Toward Zero Deaths (TZD) Enforcement Grant 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: \_\_\_\_\_

Grant Agreement No. A-ENFRC16-2016-RAMSEYSD-00002  
PO No. 3-36080

**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

2016 TZD Enforcement

Organization: Ramsey County Sheriff's Department

Budget Summary

Budget		
Budget Category	State Reimbursement	Local Match
Administration - DWI		
Administration - DWI	\$14,000.00	\$0.00
<b>Total</b>	<b>\$14,000.00</b>	<b>\$0.00</b>
Administration - Other		
Administration - Other	\$2,800.00	\$0.00
<b>Total</b>	<b>\$2,800.00</b>	<b>\$0.00</b>
Dispatch - DWI		
Dispatch - DWI	\$10,000.00	\$0.00
<b>Total</b>	<b>\$10,000.00</b>	<b>\$0.00</b>
Dispatch - Other		
Dispatch - Other	\$2,100.00	\$0.00
<b>Total</b>	<b>\$2,100.00</b>	<b>\$0.00</b>
Enforcement - Distracted		
Enforcement - Distracted	\$15,250.00	\$0.00
<b>Total</b>	<b>\$15,250.00</b>	<b>\$0.00</b>
Enforcement - DWI		
Enforcement - DWI	\$382,500.00	\$0.00
<b>Total</b>	<b>\$382,500.00</b>	<b>\$0.00</b>
Enforcement - Pedestrian		
Enforcement - Pedestrian	\$25,000.00	\$0.00
<b>Total</b>	<b>\$25,000.00</b>	<b>\$0.00</b>
Enforcement - Seat Belt		
Enforcement - Seat Belt	\$67,300.00	\$0.00
<b>Total</b>	<b>\$67,300.00</b>	<b>\$0.00</b>
Enforcement - Speed & Move Over		
Enforcement - Speed & Move Over	\$46,300.00	\$0.00
<b>Total</b>	<b>\$46,300.00</b>	<b>\$0.00</b>
Equipment - Alcohol		
Equipment - Alcohol	\$2,235.00	\$2,235.00
<b>Total</b>	<b>\$2,235.00</b>	<b>\$2,235.00</b>
Equipment - Other		

09/23/2015



2016 TZD Enforcement

Organization: Ramsey County Sheriff's Department

Budget Summary

Equipment - Other	\$9,600.00	\$9,600.00
<b>Total</b>	<b>\$9,600.00</b>	<b>\$9,600.00</b>
Operating Expenses		
Operating Expenses	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>
TZD Conference		
TZD - Conference	\$1,800.00	\$0.00
<b>Total</b>	<b>\$1,800.00</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$578,885.00</b>	<b>\$11,835.00</b>

09/23/2015

**2015-16 RCTSI TZD BUDGET**

**1st Quarter**

	DWI 80%	DWI 20%	Total DWI	Seatbelt Oct 55%	Seatbelt May 45%	Speed July 95%	Move Over 5%	Distracted	Pedestrian	Grant Total
Maplewood Police	\$ 10,014.55	\$ 3,978.00	\$ 13,992.55	\$ 4,441.80						\$ 18,434.35
Mounds View Police	\$ 3,338.18	\$ 1,326.00	\$ 4,664.18	\$ 1,480.60						\$ 6,144.78
New Brighton Police	\$ 5,007.27	\$ 1,989.00	\$ 6,996.27	\$ 2,220.90						\$ 9,217.17
N St Paul Police	\$ 1,669.09	\$ 663.00	\$ 2,332.09	\$ 740.30						\$ 3,072.39
Ramsey County Sheriff	\$ 15,021.82	\$ 5,967.00	\$ 20,988.82	\$ 6,662.70						\$ 27,651.52
Roseville Police	\$ 6,676.36	\$ 2,652.00	\$ 9,328.36	\$ 2,961.20						\$ 12,289.56
St Paul Police	\$ 20,863.64	\$ 8,287.50	\$ 29,151.14	\$ 9,253.75					\$ 6,250.00	\$ 44,654.89
St Anthony Police	\$ 6,676.36	\$ 2,652.00	\$ 9,328.36	\$ 2,961.20						\$ 12,289.56
White Bear Lake Police	\$ 14,187.27	\$ 5,635.50	\$ 19,822.77	\$ 6,292.55						\$ 26,115.32
	\$ 83,454.54	\$ 33,150.00	\$ 116,604.54	\$ 37,015.00					\$ 6,250.00	\$ 159,869.54

**2nd Quarter**

	DWI 80%	DWI 20%	Total DWI	Seatbelt Oct 55%	Seatbelt May 45%	Speed July 95%	Move Over 5%	Distracted	Pedestrian	Grant Total
Maplewood Police	\$ 6,676.36		\$ 6,676.36							\$ 6,676.36
Mounds View Police	\$ 2,225.45		\$ 2,225.45							\$ 2,225.45
New Brighton Police	\$ 3,338.18		\$ 3,338.18							\$ 3,338.18
N St Paul Police	\$ 1,112.73		\$ 1,112.73							\$ 1,112.73
Ramsey County Sheriff	\$ 10,014.55		\$ 10,014.55							\$ 10,014.55
Roseville Police	\$ 4,450.91		\$ 4,450.91							\$ 4,450.91
St Paul Police	\$ 13,909.09		\$ 13,909.09						\$ 6,250.00	\$ 20,159.09
St Anthony Police	\$ 4,450.91		\$ 4,450.91							\$ 4,450.91
White Bear Lake Police	\$ 9,458.18		\$ 9,458.18							\$ 9,458.18
	\$ 55,636.36		\$ 55,636.36						\$ 6,250.00	\$ 61,886.36

**3rd Quarter**

	DWI 80%	DWI 20%	Total DWI	Seatbelt Oct 55%	Seatbelt May 45%	Speed July 95%	Move Over 5%	Distracted	Pedestrian	Grant Total
Maplewood Police	\$ 6,676.36		\$ 6,676.36		\$ 3,634.20			\$ 1,830.00		\$ 12,140.56
Mounds View Police	\$ 2,225.45		\$ 2,225.45		\$ 1,211.40			\$ 610.00		\$ 4,046.85
New Brighton Police	\$ 3,338.18		\$ 3,338.18		\$ 1,817.10			\$ 915.00		\$ 6,070.28
N St Paul Police	\$ 1,112.73		\$ 1,112.73		\$ 605.70			\$ 305.00		\$ 2,023.43
Ramsey County Sheriff	\$ 10,014.55		\$ 10,014.55		\$ 5,451.30			\$ 2,745.00		\$ 18,210.85
Roseville Police	\$ 4,450.91		\$ 4,450.91		\$ 2,422.80			\$ 1,220.00		\$ 8,093.71
St Paul Police	\$ 13,909.09		\$ 13,909.09		\$ 7,571.25			\$ 3,812.50	\$ 6,250.00	\$ 31,542.84
St Anthony Police	\$ 4,450.91		\$ 4,450.91		\$ 2,422.80			\$ 1,220.00		\$ 8,093.71
White Bear Lake Police	\$ 9,458.18		\$ 9,458.18		\$ 5,148.45			\$ 2,592.50		\$ 17,199.13
	\$ 55,636.36		\$ 55,636.36		\$ 30,285.00			\$ 15,250.00	\$ 6,250.00	\$ 107,421.36

**4th Quarter**

	DWI 80%	DWI 20%	Total DWI	Seatbelt Oct 55%	Seatbelt May 45%	Speed July 95%	Move Over 5%	Distracted	Pedestrian	Grant Total
Maplewood Police	\$ 13,352.73	\$ 5,202.00	\$ 18,554.73			\$ 5,278.20	\$ 277.80			\$ 24,110.73
Mounds View Police	\$ 4,450.91	\$ 1,734.00	\$ 6,184.91			\$ 1,759.40	\$ 92.60			\$ 8,036.91
New Brighton Police	\$ 6,676.36	\$ 2,601.00	\$ 9,277.36			\$ 2,639.10	\$ 138.90			\$ 12,055.36
N St Paul Police	\$ 2,225.45	\$ 867.00	\$ 3,092.45			\$ 879.70	\$ 46.30			\$ 4,018.45
Ramsey County Sheriff	\$ 20,019.09	\$ 7,803.00	\$ 27,822.09			\$ 7,917.30	\$ 416.70			\$ 36,166.09
Roseville Police	\$ 8,901.82	\$ 3,468.00	\$ 12,369.82			\$ 3,518.80	\$ 185.20			\$ 16,073.82
St Paul Police	\$ 27,818.18	\$ 10,837.50	\$ 38,655.68			\$ 10,996.25	\$ 578.75		\$ 6,250.00	\$ 56,480.68
St Anthony Police	\$ 8,901.82	\$ 3,468.00	\$ 12,369.82			\$ 3,518.80	\$ 185.20			\$ 16,073.82
White Bear Lake Police	\$ 18,916.36	\$ 7,369.50	\$ 26,285.86			\$ 7,477.45	\$ 393.55			\$ 34,156.86
	\$ 111,272.72	\$ 43,350.00	\$ 154,622.72			\$ 43,985.00	\$ 2,315.00		\$ 6,250.00	\$ 207,172.72

**Entire Budget Start**

	DWI 80%	DWI 20%	Total DWI	Seatbelt Oct 55%	Seatbelt May 45%	Speed July 95%	Move Over 5%	Distracted	Pedestrian	Grant Total
Maplewood Police	\$ 36,720.00	\$ 9,180.00	\$ 45,900.00	\$ 4,441.80	\$ 3,634.20	\$ 5,278.20	\$ 277.80	\$ 1,830.00	\$ -	\$ 61,362.00
Mounds View Police	\$ 12,240.00	\$ 3,060.00	\$ 15,300.00	\$ 1,480.60	\$ 1,211.40	\$ 1,759.40	\$ 92.60	\$ 610.00	\$ -	\$ 20,454.00
New Brighton Police	\$ 18,360.00	\$ 4,590.00	\$ 22,950.00	\$ 2,220.90	\$ 1,817.10	\$ 2,639.10	\$ 138.90	\$ 915.00	\$ -	\$ 30,681.00
N St Paul Police	\$ 6,120.00	\$ 1,530.00	\$ 7,650.00	\$ 740.30	\$ 605.70	\$ 879.70	\$ 46.30	\$ 305.00	\$ -	\$ 10,227.00
Ramsey County Sheriff	\$ 55,080.00	\$ 13,770.00	\$ 68,850.00	\$ 6,662.70	\$ 5,451.30	\$ 7,917.30	\$ 416.70	\$ 2,745.00	\$ -	\$ 92,043.00
Roseville Police	\$ 24,480.00	\$ 6,120.00	\$ 30,600.00	\$ 2,961.20	\$ 2,422.80	\$ 3,518.80	\$ 185.20	\$ 1,220.00	\$ -	\$ 40,908.00
St Paul Police	\$ 76,500.00	\$ 19,125.00	\$ 95,625.00	\$ 9,253.75	\$ 7,571.25	\$ 10,996.25	\$ 578.75	\$ 3,812.50	\$ 25,000.00	\$ 152,837.50
St Anthony Police	\$ 24,480.00	\$ 6,120.00	\$ 30,600.00	\$ 2,961.20	\$ 2,422.80	\$ 3,518.80	\$ 185.20	\$ 1,220.00	\$ -	\$ 40,908.00
White Bear Lake Police	\$ 52,020.00	\$ 13,005.00	\$ 65,025.00	\$ 6,292.55	\$ 5,148.45	\$ 7,477.45	\$ 393.55	\$ 2,592.50	\$ -	\$ 86,929.50
	\$ 306,000.00	\$ 76,500.00	\$ 382,500.00	\$ 37,015.00	\$ 30,285.00	\$ 43,985.00	\$ 2,315.00	\$ 15,250.00	\$ 25,000.00	\$ 536,350.00

## 2016 Traffic Safety Enforcement Budget

Overtime Enforcement			
Impaired Driving Enforcement	\$		382,500.00
Seatbelt Enforcement	\$		67,300.00
Speed and "Move Over" Enforcement	\$		46,300.00
Distracted Driving Enforcement	\$		15,250.00
Pedestrian Enforcement	\$		25,000.00
<b>Total Overtime Enforcement Funding</b>	<b>\$</b>		<b>536,350.00</b>
Dispatch, Administration and Equipment			
No more than \$ 42,908.00 can be used for dispatch, administration and equipment			
	DWI Related	Other	Total
Dispatch:	\$ 10,000.00	\$ 2,100.00	\$ 12,100.00
Alcohol Equipment:	\$ 2,235.00		\$ 2,235.00
Equipment:		\$ 9,600.00	\$ 9,600.00
Administration:	\$ 14,000.00	\$ 2,800.00	\$ 16,800.00
TZD Conference Reimbursement @ \$200/Agency =		\$ 1,800.00	\$ 1,800.00
<b>Total Dispatch, Administration and Equipment</b>			<b>\$ 42,535.00</b>
<b>Total Funding Requested for Grant</b>	<b>\$</b>		<b>578,885.00</b>

## 2016 Sustained TZD Impaired Driving Enforcement Plan

### Top 25 Counties

The top 25 counties with the highest number of people killed and severely injured in an alcohol-related crash over the eligible for additional impaired driving funding to conduct year-long enforcement saturations. The counties listed below this additional funding.

Altkln	Cass	Itasca	Otter Tail	St. Louis
Anoka	Crow Wing	Kandiyohi	Ramsey	Stearns
Becker	Dakota	Le Sueur	Rice	Washington
Beltrami	Freeborn	Meeker	Scott	Winona
Blue Earth	Hennepin	Olmsted	Sherburne	Wright

We encourage enforcement grantees to meet frequently to plan, organize and review activity/strategy, as it often le successful outcomes. All grant funded enforcement activity must use high visibility tactics.

Overtime Enforcement Funding Based on hours in plan and average salary	\$ 382,500.00
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Average hourly overtime enforcement salary and fringe:	\$ 65.00
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Total Hours of Overtime Enforcement:	5885
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Event	Number of Events	Number of Officers Participating per event	Length of Shifts
Impaired Driving Enforcement Events October 1, 2015 - September 30, 2016	33	22	8

A minimum of 3 events must be scheduled in December and a minimum of 3 events in the 3 weeks prior to Labor Day

**2016 Enforcement Wave Plan for Distracted and Speed Events**  
**COMPLETE ALL TAN CELLS**

<b>Overtime Enforcement Funding</b> Based on hours in plan and average salary.	\$61,550.00
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<b>Average hourly overtime enforcement salary and fringes:</b>	\$ 65.00
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<b>Hours of Speed, Distracted and Move Over Enforcement:</b>	947
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Event	Funding Amount	Hours Per Mobilization	Length of Shifts	# of Shifts	Officers/Event	# of Events
April Distracted Driving April 11 - 17, 2016	\$15,250.00	215	4	54	13	4
July Speed and Motorcycle July 8 - 22, 2016	\$46,300.00	692	4	173	13	13
Ted Foss Move Over Day August 31, 2016 (optional)		40	4	10	10	1

## 2016 Enforcement Wave Plan for Seat Belt Events

### COMPLETE ALL TAN CELLS

The table below, and the Mobilization Guidelines (Attachment D), will assist in developing an enforcement work plan for the TZD Enforcement Grant. This plan does not include activity for Impaired driving enforcement. The Impaired driving events will be incorporated into the sustained year-long high visibility enforcement plan. To complete the table, follow the instructions below:

Overtime Seat belt Enforcement Funding Based on hours in plan and average salary	\$ 67,300.00
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Average hourly overtime enforcement salary and fringe:	\$ 65.00
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Hours of Seat belt Enforcement:	1035
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Event	Hours Per Mobilization	Length of Shifts	# of Shifts	Officers/Event	# of Events
October Seatbelt October 9 - 25, 2015 (50% of the hours must occur between 16:00 and 01:00)	497	4	124	9	14
May Seatbelt May 23-June 5, 2016 (the hours must occur between 1600 and 0400) (50% of	538	4	135	13	10



## Performance Measures

New Grant Performance Measures						
<p>The Office of Traffic Safety is required to create long term performance measures and yearly report on progress towards achieving the goal to the National Highway Traffic Safety Administration. These performance measures evaluate the success of our state in achieving the goal of Toward Zero Deaths. OTS is requesting law enforcement grantees to create local performance standards that support our state's traffic safety goals. These performance measures should be based on county data. If multiple counties are participating in the grant, performance measures should be created using data from all counties.</p>						
Alcohol Related Fatalities and Severe Injuries						
To decrease fatalities and severe injuries by					7%	<i>(provide percentage of decrease)</i>
from the 2012 - 2014 calendar base year average of: <i>(obtain number from attachment G)</i>	96.3	to:	<i>(this year's goal)</i>	90	by December 31, 2020.	
Unrestrained Passenger Vehicle Occupant Fatalities and Severe Injuries						
To decrease fatalities and severe injuries by					9%	<i>(provide percentage of decrease)</i>
from the 2012 - 2014 calendar base year average of: <i>(obtain number from attachment G)</i>	9.7	to:	<i>(provide your goal number)</i>	8.8	by December 31, 2020.	
Speed Related Fatalities and Severe Injuries						
To decrease fatalities and severe injuries by					10%	<i>(provide percentage of decrease)</i>
from the 2012 - 2014 calendar base year average of: <i>(obtain number from attachment G)</i>	14.7	to:	<i>(provide your number)</i>	13.2	by December 31, 2020.	
Distracted Fatalities and Severe Injuries						
To decrease fatalities and severe injuries by					9%	<i>(provide percentage of decrease)</i>
from the 2012 - 2014 calendar base year average of: <i>(obtain number from attachment G)</i>	16	to:	<i>(provide your goal)</i>	14.5	by December 31, 2020.	
Seat Belt Use Rate (Observed Seat Belt Use Survey)						
To increase observed seat belt use using informal seat belt survey guidelines					3.23%	<i>indicate the percentage points</i>
from the 2014 calendar year usage rate of:	<i>(provide your current seat belt usage rate)</i>	93	to:	<i>(provide your goal percentage use rate)</i>	96	by December 31, 2020.



## Comparative Report

<b>Prior Year Enforcement Activity</b>		
Based on attachment F in the RFP, enter the information below. If your prior year grant numbers are highlighted in yellow, explain what steps will be taken to improve your activity.		
Measurement	Statewide	Prior Grant Performance
Stops Per Hour	2.00	2.20
Citations Per Stop	1.10	1.10
Percent of Citations for Seat Belt and Child Seat Violations	9.79%	11.60%
Percent of Citations for DWI	1.21%	2.32%
Percent of Citations for Speeding	9.73%	14.67%
Percent of Citations for Texting	0.43%	0.36%
<b>Highlight the steps that will be taken to improve your activity:</b>		

### Terms and Conditions for Non-State Agencies

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 opportunistically. 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 days 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 Minn. Stat. § 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 [name of Applicant Organization Representative] as an authorized Representative for [Applicant Organization's Name] 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.