

RESOLUTION CITY OF SAINT PAUL, MINNESOTA

Presented by _____

- 1 WHEREAS, the City of Saint Paul, Police Department Bomb Disposal Unit has been awarded the 2012 State Homeland
2 Security Program federally funded grant, from the State of Minnesota Department of Public Safety; and
3
4 WHEREAS, this grant provides funding for upgrades to existing equipment and will improve safety and effectiveness while
5 accomplishing purposes as specified; and
6
7 WHEREAS, a 2013 financing and spending plan needs to be established 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 are
10 available for appropriation funds of \$37,249 in excess of those estimated in the 2013 budget; and
11
12 WHEREAS, the Mayor recommends that the following addition be made to the 2013 budget:
- | 2400 (436) Police Grant Fund - Accounting Unit 1034282 (34282) | | CURRENT
BUDGET | CHANGES | AMENDED
BUDGET |
|--|-----------------------------|-------------------|---------|-------------------|
| Account(Object
Code) | | | | |
| Spending Changes | | | | |
| 51755 (0396) | Field Equipment | | 32,249 | 32,249 |
| 52625 (0848) | Other Specialized Equipment | | 5,000 | 5,000 |
| TOTAL: | | 0 | 37,249 | 37,249 |
| Financing Changes | | | | |
| 40540 (3199) | Federal Direct Grants-State | - | 37,249 | 37,249 |
| TOTAL: | | 0 | 37,249 | 37,249 |
- 27 THEREFORE BE IT RESOLVED, that the Saint Paul City Council accepts this grant, approves these changes to the 2013
28 budget and authorizes the City of Saint Paul to enter into, and Chief Thomas E. Smith to implement the attached agreement
29 with the State of Minnesota Department of Public Safety.

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Carter			
Lantry			
Stark			
Thune			
Tolbert			

Requested by Department of: **POLICE**

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

Approved by the Office of Financial Services

By: _____

Approved by City Attorney

By: _____

Approved by Mayor for Submission to Council

By: _____

Adopted by Council: Date _____

Adoption Certified by Council Secretary

By: _____

Approved by Mayor: Date _____

By: _____



Minnesota Department of Public Safety ("State") Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St Paul, Minnesota 55101	Grant Program: 2012 State Homeland Security Program (SHSP) Grant Agreement No.: A-SHSP-2012-STP-BOMB-00017
Grantee: City of St Paul, Police Department, Bomb Disposal Unit 367 Grove Street St Paul, Minnesota 55101	Grant Agreement Term: Effective Date: 1/1/2013 Expiration Date: 12/31/2013
Grantee's Authorized Representative: Sgt. John Adamek <i>Chief T. THOMAS SMITH</i> City of St Paul, Police Department, Bomb Disposal Unit 367 Grove Street St Paul, Minnesota 55101 Phone: (651) 266-5768 Email: john.adamek@ci.stpaul.mn.us	Grant Agreement Amount: Original Agreement \$37,249.00 Matching Requirement \$0.00
State's Authorized Representative: Michael Earp, Grants Specialist Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St Paul, Minnesota 55101 Phone: (651) 201-7447 Email: michael.earp@state.mn.us	Federal Funding: CFDA 97.067 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 2012 State Homeland Security Program (SHSP) Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 223, St Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the 2012 State Homeland Security Program (SHSP) Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

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

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



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

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

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCY

By: _____

(with delegated authority)

Title: _____

Date: _____

Grant Agreement No. A-SHSP-2012-STP-BOMB-00017 /PO # 3-15939

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

Exhibit A

Organization: St Paul Bomb Disposal Unit

2012 State Homeland Security Program (SHSP)

EXHIBIT A

Budget Summary

A-SHSP-2012-STP-BOMB-00017

SHSP - 2012 - Investment #02: CBRNE/State Teams
Budget Category Request

Equipment

Upgrades to equipment

Total

Total

Allocation

Balance

\$37,249.00
\$37,249.00

\$37,249.00
\$37,249.00
\$0.00

11/19/2012

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**2012 STATE HOMELAND SECURITY PROGRAM (SHSP)
PROGRAM GUIDANCE**

RFP Name: 2012 State Homeland Security Program (SHSP)

CFDA Number: 97.067

Dates: Completed applications must be submitted no later than 11:59 p.m. CDT, October 26, 2012.

Program Overview

The 2012 State Homeland Security Program (SHSP) supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training and exercise needs for acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the National Preparedness Guidelines, the National Incident Management System (NIMS) and the National Response Framework (NRF).

The State Homeland Security Program is a core assistance program that provides funds to sustain and maintain capabilities at the State and local levels and to implement the goals and objectives included in State Homeland Security Strategies and initiatives in the State Preparedness Report.

Activities implemented under SHSP must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, or response to, and recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

Federal Grant Guidance

Federal guidance on grant procedures, authorized program and equipment expenses can be found in the [Fiscal Year 2012 Homeland Security Grant Program \(HSGP\) Funding Opportunity Announcement](#).

Applicants should review the relevant program-specific sections of the Program Guidance for additional requirements. All grant recipients are assumed to have read, understood, and accepted the Program Guidance as binding.

Comingling

The term "Comingling" refers to the mixing or blending of funds so that expenditures cannot be identified to a particular grant, project or indirect activity. The Department of Homeland Security (DHS) Grant Financial Management Guide indicates that each award must be accounted for separately. Recipients and sub-recipients are prohibited from comingling fund on either a program-by-program or project-by-project basis without prior written approval of the awarding agency. This means that:

- Grantee records must adequately identify the source and application of funds for federal sponsored activities. This is particularly important for organizations which have received grants from successive years (with grant performance periods that overlap one another).
- Separate accounts are established for each project.
- The financial system must provide for effective control over and accountability for all funds, property and other assets.
- Recipients shall safeguard all such assets and assure they are used solely for authorized purposes.

Supplanting

- Recipients shall not replace appropriated State or local funding with Federal grant funding.
- Grant funds should increase the overall amount of resources available.
- Recipients must ensure that the current overall level of funding to support objectives (absent exigent circumstances) is not reduced because of Federal funds.
- To deliberately reduce State or local funds because of the existence of Federal funds.

Investments

The SHSP Program has six investment areas. Information about each investment is available on the [HSEM Website](#).

2012 SHSP Investments

MN Joint Analysis Center (MNJAC)
Strengthen CBRNE/State Teams Capabilities
Strengthen Interoperable Communication System
Strengthen Planning
Mass Care
Cyber Security

Grantees have been notified of their allocations for each investment and are set up as individual projects in the E-Grants application. Applicants should establish their budgets according to the POETE breakdown listed in your Award Letter. Funds may not be moved during the application process.

Application

Grantees must complete an Investment Planning Worksheet and Budget Overview for each allocated investment. The Investment Planning Worksheet must include local strategies that align with the State's 2012 Investment Justifications. Budgeted expenses for each investment must be in accord with the award letter which outlines awarded investment allocation(s) and POETE breakdown. Grantees must also accept the Terms and Conditions, including the Federal Audit Requirements and Federal Assurances to be eligible to receive HSGP funding.

Authorized Representative - Grantees are responsible for managing contact information and access to their grants. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must notify the HSEM of the change by updating their contact list in E-Grants.

Budget Overview - The Funding Guidelines in Appendix C of the Fiscal Year 2012 Homeland Security Grant Program (HSGP) Funding Opportunity Announcement lists the allowable costs for each of the POETE budget categories. Your budget should include generic budget items in the short description area (e.g. PPE) and provide more detailed information regarding the budgeted item (e.g. N-95 masks).

Reporting Requirements

1. **Financial Status Report (FSR)** -- required quarterly. Expenditures must be reported on a quarterly basis, but not more often than monthly, through the FSR, which is due within 30 days of the end of the reported period (e.g., for the quarter ending March 31, FSR is due no later than April 30). A report must be submitted for every quarter (or month) of the performance period, including partial calendar periods, as well as for periods where no grant activity occurs. Future awards and fund draw downs may be withheld if these reports are delinquent.

Payments under this award will be made from federal funds obtained by the State through CFDA# 97.067. 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. The final FSR is due 45 days after the expiration date of the performance period. If a report is



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BUDGET

Instructions:

- Budget line items no longer needed should be zeroed out.
- They cannot be deleted.
- If a new budget line item is needed, click Add.

Select the appropriate Program Component for this budget item:

SHSP - 2012 - Investment #02: CBRNE/State Teams

Select the appropriate Budget Category for this budget item:

Equipment

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

upgrades to equipment *

Provide a more detailed description for this budget item:

Robotic equipment upgrades, firing sytem upgrades, underwater remediation upgrades

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Enter the dollar amounts associated with the budget item:

Request

\$37,249.00

Navigation Links

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	Program Guidance			
	Allocation and Match		10/15/2012 2:24:12 PM	
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	Project Information Sheet		Adamek, John 10/17/2012 11:11:29 AM	
	Service Areas		Adamek, John 10/17/2012 11:12:17 AM	Adamek, John 10/17/2012 11:12:42 AM
	Terms and Conditions		Adamek, John 10/17/2012 11:13:03 AM	
	Financial Status Report Summary			

INVESTMENT PLANNING WORKSHEET**• (PLEASE COMPLETE AN INVESTMENT PLANNING WORKSHEET FOR EACH PROGRAM COMPONENT) COPY****Baseline - Description**

Describe what will be implemented and accomplished by this investment.

The Saint Paul Police Bomb Squad will use this funding for the following purpose. We will upgrade our robotic platforms to a more reliable and efficient remote operating capability. This will require the purchase of remote RF extenders and antennas for the robots. This will greatly enhance our capability for remote operation. We will also upgrade or remote initiating capability with the purchase of remote firing devices allowing us to operate at safer distance from the problem. We will also be upgrading our underwater explosive remediation equipment.

555 of 1000

Project - Goals and Objectives

Explain how your project will measurably impact your Jurisdiction's investments.

The addition of the robotic upgrades and remote firing systems will enable us to operate at safer distances from threats and problems. The current systems have limitations which have been corrected by current production upgrades. These systems allow better viewing and solid reliable firing option from greater distances. This capability is in line with current tactics and procedures in the explosive threat remediation community. The upgrade to underwater remediation equipment will allow us to fulfill our obligation to provide underwater countermeasures to the region. St. Paul is the only state team to possess this capability.

630 of 3500

Milestones

Identify milestones and planned end dates for milestones.

Obtain quotes and sole source justifications for robotic upgrades- done

Obtain quotes for remote firing systems- done

Obtain quotes for underwater equipment upgrades- done

Place orders for above items- Upon grant approval spending approval

Take delivery of items- 2 to 3 weeks after order.

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Attachments: Provide any additional information about your grant proposal.**Navigation Links**

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SERVICE AREAS

Service Area

Statewide

Description

Statewide Bomb Squad

Counties

- ☒ *Statewide
- ☐ Aitkin County
- ☐ Anoka County
- ☐ Becker County
- ☐ Beltrami County
- ☐ Benton County
- ☐ Big Stone County
- ☐ Blue Earth County
- ☐ Brown County
- ☐ Carlton County
- ☐ Carver County
- ☐ Cass County

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	Terms and Conditions		Adamek, John 10/17/2012 11:13:03 AM	
	Financial Status Report Summary			

MINNESOTA DEPARTMENT OF PUBLIC SAFETY



Division of Homeland Security and Emergency Management



Project Information Sheet

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

Legal Name: Amy Brown

Phone: 651-266-5507

Address: 367 Grove St.

Fax:

City/ZIP St. Paul, Mn 55101

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

Name and Title: Sgt. John Adamek

Phone: 651-266-5768

Address: 367 Grove St.

Fax: 651-266-5706

City/ZIP St. Paul Mn 55101

E-mail:

3. PROGRAM MAIN CONTACT (This is the person that HSEM can contact for any programmatic questions.)

Name and Title: Sgt. John Adamek

Phone:

Address: Same

Fax:

City/ZIP

E-mail:

4. FINANCIAL CONTACT (This is the person that HSEM can contact for any financial questions.)

Name and Title: Amy Brown

Phone:

Address: same

Fax:

City/ZIP

E-mail:

5. CONTRACT MAILING CONTACT (Which individual above should receive the agreement packet in the mail and be responsible for obtaining the correct signature(s) on the agreement and completing the necessary forms?)

Name: Amy Brown, 367 Grove St. St. Paul Mn 55101

Note: If awarded, the Grant Agreement CONTRACT SIGNATORY must have the legal authority to sign for this agency as required by applicable articles, bylaws, resolutions, statute or delegation.

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 [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.

FEDERAL AUDIT REQUIREMENTS

1. For subrecipients that are state or local governments, non-profit organizations, or Indian tribes

If the grantee expends total federal assistance of \$500,000 or more per year, the grantee agrees to obtain either a single audit or a program-specific audit made for the fiscal year in accordance with the terms of the Single Audit Act Amendments of 1996.

Audits shall be made annually unless the state or local government has, by January 1, 1987, a constitutional or statutory requirement for less frequent audits. For those governments, the federal cognizant agency shall permit biennial audits, covering both years, if the government so requests. It shall also honor requests for biennial audits by governments that have an administrative policy calling for audits less frequent than annual, but only audits prior to 1987 or administrative policies in place prior to January 1, 1987.

For subrecipients that are institutions of higher education or hospitals

If the grantee expends total direct and indirect federal assistance of \$500,000 or more per year, the grantee agrees to obtain a financial and compliance audit made in accordance with OMB Circular A-110 "Requirements for Grants and Agreements with Universities, Hospitals and Other Nonprofit Organizations" as applicable. The audit shall cover either the entire organization or all federal funds of the organization.

The audit must determine whether the subrecipient spent federal assistance funds in accordance with applicable laws and regulations.

2. The audit shall be made by an independent auditor. An independent auditor is a state or local government auditor or a public accountant who meets the independence standards specified in the General Accounting Office's "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions."
3. The audit report shall state that the audit was performed in accordance with the provisions of OMB Circular A-133 (or A-110 as applicable).

The reporting requirements for audit reports shall be in accordance with the American Institute of Certified Public Accounts' (AICPA) audit guide, "Audits of State and Local Governmental Units," issued in 1986. The federal government has approved the use of the audit guide.

In addition to the audit report, the recipient shall provide comments on the findings and recommendations in the report, including a plan for corrective action taken or planned and comments on the status of corrective action taken on prior findings. If corrective action is not necessary, a statement describing the reason it is not should accompany the audit report.

4. The grantee agrees that the grantor, the Legislative Auditor, the State Auditor, and any independent auditor designated by the grantor shall have such access to grantee's records and financial statements as may be necessary for the grantor to comply with the Single Audit Act Amendments of 1996 and OMB Circular A-133.
5. Grantees of federal financial assistance from subrecipients are also required to comply with the Single Audit Act and OMB Circular A-133.

6. The Statement of Expenditures form can be used for the schedule of federal assistance.
7. The grantee agrees to retain documentation to support the schedule of federal assistance for at least four years.
8. **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.**

OMB Circular A-133 requires recipients of more than \$500,000 in federal funds to submit one copy of the audit report within 30 days after issuance to the central clearinghouse at the following address:

Bureau of the Census
Data Preparation Division
1201 East 10th Street
Jeffersonville, Indiana 47132

Attn: Single Audit Clearinghouse

The Department of Public Safety's audit report should be addressed to:

Minnesota Department of Public Safety
Office of Fiscal and Administrative Services
444 Cedar Street
Suite 126, Town Square
St. Paul, MN 55101-5126

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Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

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11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.