

GRANT CONTRACT

Contract Number: 7COCPPD1200

EQUITY

This grant contract is between the State of Minnesota, acting through its Department of Employment and Economic Development ("STATE") and the City of St. Paul, Police Department, 367 Grove Street, St. Paul, MN 55101 ("GRANTEE").

Recitals

1. Under Minnesota Session Laws of 2016, Chapter 189, Article 12, the STATE is empowered to enter into this grant contract to expand economic opportunities and eliminate workforce and educational barriers faced by people of color, women, people with disabilities, veterans, and/or youth in Minnesota.
2. The GRANTEE represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the STATE. Pursuant to Minn. Stat. §16B.98, subdivision 1, the GRANTEE agrees to minimize administrative costs as a condition of this grant.

1 Term of Grant Contract

- 1.1 **Effective date.** 12/16/2016, or the date the STATE obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2, whichever is later. Per, Minn.Stat. §16B.98 Subd. 7, no payments will be made to the GRANTEE until this grant contract is fully executed. The GRANTEE must not begin work under this grant contract until this contract is fully executed and the GRANTEE has been notified by the STATE's Authorized Representative to begin the work.
- 1.2 **Expiration date.** 12/31/2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 GRANTEE's Duties

- 2.1 **Duties.** The Grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1). The GRANTEE will perform the duties outlined in Exhibit 1, Work Plan, and will also adhere to Exhibit 4, Terms and Conditions which are attached and incorporated into this grant contract. GRANTEE will submit all applicable required reporting and supporting documentation referenced in Exhibit 4, Section 2) Additional Terms and Conditions in the manner prescribed by the STATE. Any portion of the work plan that has been altered, modified, or otherwise changed must be approved by the STATE and shall be considered a modification and become attached to and part of this Contract.

3 Time

The GRANTEE must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment**4.1 Consideration.**

The STATE will pay for all services satisfactorily performed by the GRANTEE under this grant contract.

(a) **Compensation.** The GRANTEE will be reimbursed according to the budget summary provided in Exhibit 2, which is attached and incorporated into this grant contract, to support activities within the Work Plan.

(b) **Total Obligation.** The total obligation of the STATE for all compensation and reimbursements to the GRANTEE under this grant contract will not exceed **\$200,000**.

4.2. Payment

(a) **Invoices.** Requests for Payment by the GRANTEE to the STATE must be made by cash advance payment and/or request for reimbursement.

Cash Advance Payment: GRANTEE may request payment before expenses have been incurred through a cash advance. GRANTEE must first request approval by the STATE for the GRANTEE to receive cash advance payments using the Application for Financial Advance Form (AFA). Once the AFA is approved by the STATE, the GRANTEE must complete the Cash Advance Payment Request Form (CAPR) (see Exhibit 4, Section 2) "Additional Terms and Conditions") and the CAPR must be approved by the STATE to receive advance funds.

Request for Reimbursement: The STATE will promptly pay the GRANTEE after the GRANTEE presents an itemized invoice for the services actually performed and the STATE's Authorized Representative accepts the invoiced services. Invoices requesting reimbursement must be submitted timely and in accordance with the parameters set out in Exhibit 4, Section 2) "Additional Terms and Conditions".

(b) **State funds.** Payments under this grant contract will be made from State funds appropriated to the STATE by the Legislature through Minnesota Session Laws of 2016, Chapter 189, Article 12. The GRANTEE is responsible for compliance with all STATE requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the GRANTEE's failure to comply with State requirements.

5 Conditions of Payment

All services provided by the GRANTEE under this grant contract must be performed to the STATE's satisfaction, as determined at the sole discretion of the STATE's Authorized Representative and in accordance with all applicable federal, State, and local laws, ordinances, rules, and regulations. The GRANTEE will not receive payment for disallowance of all or part of the cost of a function or activity not in compliance with or exceeding the Administrative Cost limitation or requiring repayment of costs that are questioned or unallowable that are submitted for payment, or work found by the STATE to be unsatisfactory or performed in violation of federal, State, or local law.

Administrative Costs may be included in your work plan and budget, as necessary, up to a maximum of 10 percent of the total grant award amount or the actual grant expenditures at the conclusion or close-

out of the grant period, whichever is less. Administrative costs included in each request for payment submitted by the GRANTEE will be limited to a maximum of 10% of the total payment amount unless the GRANTEE has received a written exemption approved by the STATE indicating the reason for the exemption. The STATE is responsible for negotiating appropriate Administrative Cost limits to minimize Administrative costs and derive the optimum benefit for grant funding. The STATE reserves the right to offset overpayments and disallowances by reducing cash payments made against the grant contract.

Names of employees from the GRANTEE who are authorized by the entity to request/draw cash grant funds must be sent in writing to the STATE using the Authorized Signature Form for Cash Requests (See Exhibit 4, Section 2) Additional Terms and Conditions). Only advance payment requests or requests for reimbursement submitted by an authorized representative of the GRANTEE, or his/her successor, will be processed. If a cash request is not submitted by an authorized representative or his/her successor, it will be returned to the GRANTEE for revision and resubmittal by an authorized representative.

Payments to the GRANTEE will also be contingent on the following:

- Required reports (See Clause 20 "Reporting Requirements") submitted on time, unless the STATE has given the GRANTEE a written extension (State Policy on Grant Progress Reports 08-09)
- Successful monitoring visits (See Clause 21 "Monitoring and Corrective Action") and satisfactory financial reconciliation of GRANTEES' expenditures at least once during the grant period for grants over \$50,000 (State Policy on Grant Monitoring 08-10).

6 Authorized Representative

The STATE's Authorized Representative is May Thao-Schuck, Director, Employment & Training Programs Division, 332 Minnesota Street; St. Paul, MN 55101; may.thao.schuck@state.mn.us or her successor. The STATE's Authorized Representative has delegated responsibility to monitor the GRANTEE's performance, and the authority to accept the services provided under this grant contract.

The GRANTEE's Authorized Representative is Todd Axtell, Chief of Police, City of St. Paul Police Department, 367 Grove Street, St. Paul, MN 55101; todd.d.axtell@ci.stpaul.mn.us If the GRANTEE's Authorized Representative changes at any time during this grant contract, the GRANTEE must immediately notify the STATE.

7 Assignment, Amendments, Waiver, and Grant Contract Complete

- 7.1 **Assignment.** The GRANTEE shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the STATE, and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant contract, or their successors in office. The provisions of this grant agreement applicable to the GRANTEE shall also be applicable to subgrants made by the GRANTEE from funds obtained under this grant agreement.
- 7.2 **Amendments.** Any amendments to this grant contract 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 contract, or their successors in office.
- 7.3 **Waiver.** If the STATE fails to enforce any provision of this grant contract, that failure does not waive the provision or the STATE's right to enforce it.

- 7.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the STATE and the GRANTEE. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The liability of the STATE shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes 3.732 and 3.736, et seq., and other applicable law.

9 State Audits

Under Minn. Stat. § 16B.98, subd.8, the GRANTEE's books, records, documents, and accounting procedures and practices of the GRANTEE or other party relevant to this grant contract 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 end of this grant contract, receipt and approval of all final reports, or the required period of time to satisfy all STATE and program retention requirements, whichever is later.

10 Government Data Practices and Record Retention

- 10.1. **Government Data Practices.** The GRANTEE and STATE must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the STATE under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the GRANTEE under this grant contract. The civil remedies of Minn. Stat. § 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's response to the request shall comply with applicable law. See Exhibit 3, which is attached and incorporated into the contract, for details.
- 10.2. **Record Retention.** The GRANTEE understands and agrees that in performing services for or being funded by the STATE, that it shall be bound by Minn. Stat. § 15.17 requiring that government entities shall make and preserve all records necessary to a full and accurate knowledge of their official activities, and Minn. Stat. §138.17 requiring that records be maintained per an approved records schedule. The GRANTEE understands that it will be bound by these Statutes beyond the termination date of this grant contract.
- 10.3 **Intellectual Property Rights.**
- (a) **Intellectual Property Rights.** The STATE owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Contract. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the GRANTEE, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the GRANTEE, its employees, agents, or subcontractors, in the performance of this Contract. The documents will be the exclusive property of the STATE and all such documents must be immediately

returned to the STATE by the GRANTEE upon completion or cancellation of this Contract. To the extent possible, those works eligible for copyright protection under the United STATES Copyright Act will be deemed to be "works made for hire." The GRANTEE assigns all right, title, and interest it may have in the works and the documents to the STATE. The GRANTEE must, at the request of the STATE, execute all papers and perform all other acts necessary to transfer or record the STATE's ownership interest in the works and documents.

(b) Obligations

- (1) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the GRANTEE, including its employees and subcontractors, in the performance of this Contract, the GRANTEE will immediately give the STATE's Authorized Representative written notice thereof, and must promptly furnish the STATE's Authorized Representative with complete information and/or disclosure thereon.
- (2) **Representation.** The GRANTEE must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the STATE, and that neither GRANTEE nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The GRANTEE represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the GRANTEE will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the STATE, at the GRANTEE's expense, from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The GRANTEE will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the GRANTEE's or the STATE's opinion is likely to arise, the GRANTEE must, at the STATE's discretion, either procure for the STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the STATE will be in addition to and not exclusive of other remedies provided by law.

11 Workers' Compensation

The GRANTEE certifies that it is in compliance with Minn. Stat. § 176.181, subd. 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.

12 Publicity and Endorsement

- 12.1 **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the STATE as the sponsoring agency and must not be released without prior written approval from the STATE's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the GRANTEE individually or jointly with others, or

any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by STATE grant appropriation must publicly credit the STATE of Minnesota, including on the GRANTEE's website when practicable.

- 12.2 **Endorsement.** The GRANTEE must not claim that the STATE endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

- 14.1 **Termination by the State.** The STATE may immediately terminate this grant contract 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.
- 14.2 **Termination for Cause.** The STATE may immediately terminate this grant contract if the STATE finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The STATE may take action to protect the interests of the STATE of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3 **Termination for Insufficient Funding.** The STATE may immediately terminate this grant contract if it does not obtain funding from the Minnesota legislature or other funding source; or funding cannot be continued at a level sufficient to allow for the payment of the services covered here. 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 contract 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's receiving that notice.
- 14.4 In the event of any cancellation under this provision, the GRANTEE shall cooperate fully with the STATE and help facilitate any transition for the provision of services by a different vendor. Failure to cooperate with or withholding any information or records requested by the STATE or a different vendor that impairs in any way the transition of the provision of services shall constitute a material breach of this grant contract, subjecting GRANTEE to liability for all damages incurred by the STATE resulting from such breach.

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, 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.

16 Conflicts of Interest

The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per Minn.Stat. §16B.98 and Department of Administration, Office of Grants Management, Policy Number 08-01 Conflict of Interest Policy for State Grant-Making. When a conflict of interest concerning State grant-making is suspected, disclosed, or discovered, transparency shall be the guiding principle in addressing it.

Organizational conflicts of interest occur when:

- a Grantee is unable or potentially unable to render impartial assistance or advice to the State due to competing duties or loyalties.
- a Grantee's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties.
- a Grantee has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

Organizational conflicts include any individual part of the Grantee.

Individual conflicts of interest occur when:

- a Grantee uses his/her status or position to obtain special advantage, benefit, or access to the Grantee's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- a State employee is an employee or board member of a Grantee that is an immediate family member of an owner, employee or board member of the Grantee.

The State and the Grantee must act immediately upon any suggestion, inquiry, or intimation that an individual or organizational conflict of interest exists at any point in the grant process. Steps must be taken to identify and avoid or mitigate any potential conflicts. The conflict of interest guidelines continue throughout the life of the grant agreement.

The GRANTEE must complete and submit a Conflict of Interest Disclosure Form (See Exhibit 4, Section 2) "Additional Terms and Conditions), indicating whether or not a perceived, potential, or actual conflict of interest exists. If the GRANTEE identifies an actual, potential or perceived conflict of interest on the form, the GRANTEE must identify and submit its conflict of interest avoidance or mitigation plan. The STATE will review the form and the GRANTEE's individual or organizational conflict of interest avoidance or mitigation plan and other relevant facts, if needed, to determine if an actual, potential or perceived conflict of interest exists, as defined by policy or other relevant law. If it does, the STATE will pursue appropriate actions to mitigate, neutralize, or avoid the potential, perceived or actual individual or organizational conflicts of interest. These may include, but not be limited to, termination of the grant agreement; disqualification from future State grant awards, if it is determined that it improperly failed to disclose a known individual or organizational conflict of interest or misrepresented information regarding such conflict; revising the GRANTEE's duties so that the conflict is mitigated; allowing the GRANTEE to propose the exclusion of task areas that create a conflict, if appropriate; allowing the individual with the conflict to be removed from taking any actions in relation to the grant agreement.

In cases where a perceived, potential, or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the GRANTEE throughout the life of the grant agreement, they must immediately notify STATE for appropriate action steps to be taken, as defined above.

Other Requirements

17 Duties and Payments

The STATE **shall not reimburse** GRANTEE for payments or liabilities to the Unemployment Compensation Fund incurred as a reimbursing employer after termination of GRANTEE's participation in programs for any liability accrued thereunder before or after the effective date of this grant agreement.

18 Purchase of Furniture and Equipment

Any purchase of non-expendable personal property that has a useful life of more than one year with a unit cost of \$5,000 or more must be determined necessary to meet their work plan objectives, reasonable, and have prior written approval of the STATE before purchase.

19 Repayment of Funds

The STATE reserves the right to offset any over-payment or disallowance of any item or items under this grant contract by reducing future payments requested by GRANTEE.

20 Reporting Requirements

- (a) Expenditure and program income including any profit earned must be reported on an accrual basis.
- (b) Progress Reports to be submitted quarterly and include reporting on outcomes.
- (c) Financial Reports to be submitted monthly (See Exhibit 4, Section (2, "Additional Terms and Conditions").
- (d) Use of the Management Information System (See Clause 29, "Management Information System").
- (e) Information as may be deemed necessary to complete the Annual Report to the U.S. Department of Labor as described in the Act, Section 136(d) (1), (2).
- (f) Special reports as requested.

GRANTEE shall also make such reports to the Secretary of Labor, the Comptroller General of the United States, and others as applicable.

21 Monitoring and Corrective Action

GRANTEE agrees to permit monitoring by the STATE to determine grant contract performance and compliance with grant contract provisions. GRANTEE further agrees to cooperate with the STATE in performing and completing such monitoring activities and GRANTEE agrees to implement and comply with such remedial action as is proposed by the STATE. GRANTEE must provide any financial records, timesheets, or other supporting documentation, upon the request of the STATE.

22 The Minnesota Human Rights Act

The GRANTEE agrees to comply with the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A, which prohibits discrimination based on race, color, creed, religion, national origin, sex, marital status, sexual orientation, status with regard to public assistance, disability, citizenship, or age.

23 Accessible Technology Bill

The GRANTEE will follow the requirements of Section 508 standards and Web Content Accessibility Guidelines 2.0 (WCAG2.0) to develop and maintain accessible information and telecommunications technology systems and services (HF 1744/SF 1600).

24 Affirmative Action (if applicable)

GRANTEE certifies that it has received a Certificate of Compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.36.

25 Sectarian Activities

GRANTEE agrees that program participants shall not be employed in the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. GRANTEE further agrees that no direct financial assistance shall be expended for inherently religious activities, such as, sectarian worship, instruction or proselytization.

26 Drug Free Workplace

GRANTEE agrees to make a good faith effort to maintain a drug free workplace through implementation of the Drug-Free Workplace Act of 1988 (Public Law 100-690).

27 Right-to-Know

The GRANTEE will comply with the Minnesota Right-to-Know Act of 1983 (Minnesota Rules Chapter 5206).

28 Job Listing Agreements

Minn. Stat. 116L.66, subd.1, requires a business or private enterprise to list any vacant or new positions with the State workforce center if it receives \$200,000 or more a year in grants from the State. If applicable, the business or private enterprise shall list any job vacancy in its personnel complement with MinnesotaWorks.net at www.minnesotaworks.net as soon as it occurs.

29 Management Information System

All GRANTEES receiving funds under this grant contract will track participants with the Workforce One (WF1) Case Management System and/or other agreed upon case management system. Data must be submitted per the standards and time frames agreed to by the STATE. The STATE shall withhold funding if data compliance requirements are not met in a complete, accurate and timely manner.

30 Voter Registration

GRANTEE shall provide non-partisan voter registration services and assistance, using forms provided by the Secretary of STATE, to employees of GRANTEE, program participants and the public as required by Minnesota Statute § 201.162.

31 Debarment and Suspension Certification

The GRANTEE agrees to follow the President's Executive Order 12549 and the implementing regulation "Nonprocurement Debarment and Suspension; Notice and Final Rule and Interim Final Rule," found at 53 FR 19189, May 26, 1988, as amended at 60 FR 33041, June 26, 1995, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions"; unless excluded by law or regulation.

32 Lobbying Certification and Disclosure (If applicable)

The GRANTEE shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol. 55, No. 38, February 26, 1990, and any permanent rules that are adopted in place of the Interim Final Rule. The Interim Final Rule requires the GRANTEE to certify as to their lobbying activity. The Interim Final Rule implements Section 319 of Public Law 101-121, which generally prohibits recipients of Federal contracts, grants and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant or loan.

33 Operating Procedures/Policies

The GRANTEE hereby acknowledges that it has read and understands the federal regulations located at: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The GRANTEE further acknowledges that its supervisory personnel to be involved in the administration of the grant contract have read and understand said regulations. The GRANTEE agrees to comply with the contents of the aforementioned regulations.

34 Interest/Program Income

The GRANTEE shall be responsible for establishing and maintaining records identifying interest and/or investment income earned on advances of program funds. Income so earned shall be added to the existing funding of this grant contract and may be used for any allowable grant expenditure.

35 Grant Contract Closeout

The GRANTEE agrees to submit a final Reimbursement Payment Request (RPR) at the end of the grant. The GRANTEE also agrees to submit a payment for the balance of any unspent and unobligated grant funds to the STATE within 45 days after the end of the term of Grant Contract. Accompanying the final RPR shall be a listing of any continuing liabilities on the grant, if applicable. Failure to submit a final RPR within this period may result in disallowance of payment for any expenditure not previously submitted. The GRANTEE agrees to submit a revised final RPR to the STATE if any additional funds must be returned to the STATE after grant contract closeout.

36 Assurances

The GRANTEE must adhere to:

- 36.1 **Nondiscrimination.** Title II (STATE and Local Governments) Americans with Disabilities Act (ADA) - Prohibits qualified individuals with disabilities from discrimination in services, programs, and activities.
- 36.2 **Nondiscrimination.** Title 29 CFR Part 31 - Nondiscrimination in federally-assisted programs of the Department of Labor, effectuation of Title VI of the Civil Rights Act of 1964.

SIGNATURES

1. STATE ENCUMBRANCE VERIFICATION

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

By: DARRELL SCARBOROUGH

Title: MA3

Date: 12/16/2016

SWIFT Contract/PO Number 118848/3000279690
PR24586

2. GRANTEE

City of St. Paul, Police Department

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

By: _____

Title: Assistant Chief of Police

Date: _____

By: _____

Title: Assistant City Attorney

Date: _____

By: _____

Title: Director of the Office of Financial Service

Date: _____

By: _____

Title: Mayor

Date: _____

By: _____

Title: Director Human Rights and Equal Economic Opportunity

Date: _____

3. AGENCY

Minnesota Dept. of Employment and Economic Development

By: _____
(Delegated authority)

Title: _____

Date: _____

EXECUTIVE SUMMARY

The City of Saint Paul Police Department (SPPD) requests \$250,811 to launch a job training program for careers within the high demand field of law enforcement. SPPD aims to make city law-enforcement more representative of the communities we serve. The project targets enrollment for underemployed or unemployed low-income young adults, age 18-24, from Saint Paul communities of color. Mirroring an earn-as-you-learn approach, students receive skills training and certification for placement into entry level positions while being supported in pursuing a degree required for licensure as a Police Officer.

This project addresses critical concerns around equity in law enforcement. While people of color are anticipated to reach 22% of the Minnesota population by 2025, a local researcher estimates that officers of color currently comprise less than 4% the state's force. Compounding the issue, local colleges are not graduating diverse candidates at the numbers required to shift the demographic composition of trained officers. As one of Minnesota's largest law enforcement agencies, SPPD will lead an effort to create stronger law enforcement connections in the community, and through a partnership with Century College assist diverse candidates earn the education required to become an officer.

SPPD proposes a Design 1 project: creating a FastTRAC career pathway into law enforcement. The program includes a partnership with a post-secondary institution, a work force development partner, and connections to professional associations, to engage, train, and place 50 candidates. Students will receive instruction in community policing and foundational job skills. Initial training will result in a certification as an Emergency Medical Responder. Students are then simultaneously placed in entry level jobs while also being assisted in enrolling in college. A brief summary of key program activities follows:

- **Orientation to the Field:** Through partnerships with Saint Paul's Right Track program and professional associations, 200 young adults will participate in a 20 hour orientation covering the physical, educational, and criminal background checks required to work in law enforcement.
- **Career Navigation:** Students who complete the orientation are assisted in completing a career plan. Through a partnership with Community Action Partnership of Ramsey County, 50 clients receive career navigation and supports as they seek jobs and enroll in a degree program in law-enforcement. This process includes an extensive background check to ensure eligibility for work.
- **Integrated Instruction:** Once screened, 35 young students will participate in 120 hours of foundational skills training co-taught by Century College faculty. Instructional strategies include service-learning component and living stipends; offering the opportunity for hands on work experience. Young adults will act as civic leaders, working in partnership with law enforcement officers to conduct culturally and linguistically appropriate outreach within their communities.
- **Industry Recognized Credentials:** Students completing the training receive an Emergency Medical Responder certification. Further, student earn college credits towards an A.S. degree in Law Enforcement at Century, and the embedded Professional Licensing Program (PLP) will prepare students for the Peace Officers Standards and Training board licensing exam.
- **Employment Placement and Retention:** Students who pass background checks will be eligible to apply for multiple entry level positions in law enforcement. This includes estimated 30 entry level positions at SPPD and Ramsey County Sheriff's office alone (ex. parking enforcement officers, community liaison officers or paid fellowships at SPPD).

Becoming a police officer is a pathway out of poverty. With only a two-year degree a starting salary begins at \$52,000 with extensive opportunities for career advancement. Current demand is high, with 1580 openings for patrol officers projected within the 7-county metro. Further, thousands of more openings are projected for closely related fields. Join SPPD as we tackle one of society's most pressing social issues, creating a more equitable justice system through job opportunities in law enforcement.

RACIAL EQUITY ANALYSIS

Working With and In Communities of Color: SPPD serves the entire Saint Paul community, and is dedicated to advancing agency practices to address the rapidly changing demographics of our city. The agency recognizes the most significant challenges facing law enforcement agencies today are strengthening the community's trust and ensuring transparency. Over the last two years, the SPPD has worked to increase diversity within its police force, and build a culture of procedural justice; as the agency believes these elements are the foundation of successful community policing. This work has included conducting implicit bias training for officers, and increasing the diversity of recruits in our academies. The newly appointed Chief Todd Axtell recently announced SPPD's continued commitment to this effort and stated an agency goal to diversify the department's workforce by at least 10%. This will be accomplished through several strategic efforts including advancing recruiting efforts, and partnering with community groups to assist with education of policing opportunities.

Engaging Communities of Color in Analysis, Planning and Implementation: SPPD will be implementing a series of activities to engage communities of color in planning and implementation in all areas of operations at SPPD. SPPD has created a dedicated community engagement unit, led by Commander John Lozoya. This newly formed unit will hire three dedicated outreach workers.

Planned community engagement initiatives align to strategies defined in the President's Task Force on 21st Century Policing. SPPD firmly believes that engaging the community must begin by fostering conversations—in multiple forms. Our engagement strategies emphasis the Task Force recommendation 1.5. "Create Opportunities for Non-Enforcement Activities." SPPD officers will actively connect with community members, leaders, and business owners in high crime neighborhoods. Officers of SPPD leadership will attend existing neighborhood based community collaborative or directly host a series of engagement activities. This could be as simple as officers individually stopping and visiting with local business owners after a patrol shift, or conducting more formalized engagements through the

hosting of elder or community forums at affordable housing community and neighborhood groups. And extensive youth engagement opportunities will be hosted, projected to reach thousands of city youth, ranging from pick-up games of basketball, to more formalized skills camps and career exploration programs hosted across the City.

Does Your Organization Reflect the Communities You Plan to Serve: the community we serve is not reflected in SPPD's employee demographics. This project is designed to remediate this issue. Early efforts to increase diversity are already documenting success. In August of 2015 we had 18.5% sworn persons of color. Our current Academy is more than 55% people of color, resulting in the following:

- As of August of 2016 we have 24.9% sworn persons of color.
- As of August of 2016 department wide we have 26.21% persons of color.

Labor Market Information and Industry Data to Support Work/ Career Trajectory in the Sector:

Current demand for trained and qualified law enforcement officers in the Twin Cities is high. Labor marketing information posted by DEED lists Police and Sherriff's Patrol Officers as an occupation in demand. There are a projected 1580 openings for patrol officers in the 7-county metro area alone. These projections bench to SPPD's own analysis; with a large percentage of SPPD's officers reaching retirement age. Contributing to the demand for trained law enforcement professionals are thousands of more openings are projected for closely related fields like correctional officers and jailers.

Becoming a police officer is a pathway out of poverty. With only a two-year degree a starting salary at Saint Paul Police Department begins at \$52,000, and benefit packets include full retirement pensions, and health care. The median income for the 7 County metro is at \$69,950 for patrol officers.

Outreach to Program Participants: To address years of misunderstanding between law enforcement and the community, SPPD will conduct an extensive marketing campaign to reach enrollment targets, connecting with thousands of individuals through print and social media. This traditional outreach will be augmented by building support for the project within communities of color through extensive

conversations with community leaders and elders. We estimate outreach to 800+ community members annually. As a result, 200 young adults will attend orientation sessions, with 50 becoming candidates for enrollment. Outreach activities will include:

- Individual Outreach: Through SPPD's community engagement unit, officers will meet extensively with community leaders, elders, and parents from communities of color to ask for support of the project. Examples include meetings with African American Churches, Mosques, advocacy groups like NAACP, and culturally based social service agencies. Further, officers will present at pre-established SPPD community forums, like Somali Elders or public housing residents groups.
- Network Outreach: Intense outreach and communications with volunteer police associations, requesting partner support for recruitment of young adults. See signed letters of commitment.
- Information Sessions, held at least once per month at a variety of settings. For example, police officers will present at college resource fair, local area high schools, and youth organizations.

Cultural Competence for your Organization/ Ensuring Cultural Competence is Integral: As

explained above, cultural competence is defined by SPPD as having trust and transparency with our community. Our focus is "Trusted Service with Respect." Officers must have the skills to effectively serve members from every race, ethnic group, sexual orientation, cultural or religious background. To integrate cultural competence throughout the organization, SPPD is conducting a series of training to impact part of day to day decision making. The following trainings have taken place or are planned:

- Ongoing racial equity and de-escalation training department wide
 - Race the Power of Illusion
 - Implicit Bias
 - LEED (Listening and Explaining with Equity and Dignity)
 - 2016 and 2017 Crisis Intervention Training (CIT)
- 2017 Webb and Associates Implicit Bias Training and De-escalation

Target Population: The project will target young adults, age 18-24, from Saint Paul communities of color. Recruitment efforts will focus on low-income neighborhoods including the Westside, Eastside, and the University Frog-Town. SPPD will work with culturally based professional associations to identify young adults from the African American, Latino, Southeast Asian, and Somali community. As a result of targeted outreach efforts, SPPD anticipates enrollment will be 85% or more people of color, who are underemployed or unemployed, and low-income residents (70% or lower income standards).

Recruitment Plan: This was defined on page 2 of application under "Outreach to Participants."

Cost Per Participant: The cost per participant is \$5,141. Costs are high due to extremely rigorous entrance requirements, which limits the number of students able to progress to skills training.

Need Statement: This project addresses critical concerns around equity in law enforcement; with Minnesota thrust into the national spot light over the unfortunate events surrounding the shooting of Philando Castile. Strengthen community connections has never been more critical. Diversifying law enforcement workforce is identified as a key strategy in the President's Task Force on 21st Century Policing. Data documenting the demographic make up of Minnesota's law enforcement is limited, as the POST board does not track licensed peace officers in the state by racial demographics. However, a local leader in law Enforcement, Dr. Booker Hodges, has conducted research and placed estimates at 400 officers of color in Minnesota. While people of color are anticipated to reach 22% of the Minnesota population by 2025, officers of color comprise less than 4% the state's force. An additional 1585 officers of color would be needed to reflect the community served.

Local colleges are not graduating diverse candidates at the numbers required to shift the demographic composition of trained officers. The issues for low enrollment of students from community of color are complex. Our program design addresses multiple contributing factors: building trust within the community so that they are willing to have their family members work for the police, addressing financial barriers through living stipends, and mentoring students while they pursue a degree.

Enrollment and Orientation: Guest speakers from culturally based professional organizations will help host education sessions that allow young adults the opportunity to explore law enforcement before committing to a two year program. The orientation will provide an overview of the role of a law enforcement officer in the U.S; a preview of career opportunities, visits to college campuses, and a review of the state requirements for licensure, including physical exams, and criminal history.

Enrollment: Once students complete the orientation, they can apply to enroll in the program. 50 youth will be selected for participation. These 50 youth undergo background verification and are assigned a case manager. Background checks are intensive, and rejection levels high. All youth will not progress to training, but all 50 will continue to receive support for employment placement. The background includes 5 areas of assessment: physical, physiological and cognitive, educational requirements, and a federal level security clearance.

Life Skills Course: 20 hour course co-taught by SPPD and Century College faculty. Course covers financial literacy, and academic and time management skills required for post-secondary success. At end of course students will have a personal financial plan for school, and filed applications for colleges.

Career Pathway Structure:

Career Navigation: Career Navigation services will support a client throughout the entire training and job placement process. Support services include career counseling, support for educational goals, and job placement. The Counselor work in collaboration with the client to develop an individualized plan:

- Within the first 90 days clients are provided the following: a) job counseling including taking an ISEEK assessment; b) assistance with resumes, and mock interviews; c) a plan to address barriers to employment or training (e.g. transportation, child care, housing);
- An employment plan is created in partnership with the clients to identify a career pathway, including achievable outcomes and timelines, moving from entry-level position to higher-wages.

Integrated Academic Instruction: Upon completion of background checks, students' progress to intro course work. The courses will be co-taught by SPPD and Century instructors, and offered as a cohort model onsite at SPPD's professional development institute. Successful completion results students earning 6 college credits applicable towards an A.S. degree in Law Enforcement at Century College. The A.S. Degree embeds the skills requirements for the Professional Licensing Program (PLP) preparing the student to be eligible to attempt the Peace Officers Standards and Training (POST) board licensing exam.

- *CJS 2081 Police in the Community:* Content covers the approach to police-community relations including evaluation, performance, and changes in the role of the police due to homeland security, social policy, and technology. There is a 40-hour service learning requirement.
- *EMS 1015 Emergency Medical Responder:* Students receive necessary knowledge and skill to manage patient care until the arrival of ambulance personnel at a scene of a medical or trauma emergency. Upon completion, a student is eligible to acquire an EMR certification with Emergency Medical Services Regulatory Board (EMSRB) verification.

Employment Placement: The two largest employers in the east metro area are partners in this project, Ramsey County and SPPD. Between these two agencies, we project 30 entry level positions opening annually, including parking enforcement, security, community liaisons. Case managers will work with law enforcement human resources staff to host jobs fairs and track job openings. Students will be assisted through the application process (including extensive background checks).

PARTNERSHIPS

Key Partners: SPPD has multiple partners committed (letters attached) to launching this project.

We have identified partners based on key expertise that addresses gaps in SPPD's capacity.

Century College (trainer): Will lead integrated courses, and offer support for Life Skills. Century offers a two year Associate Degree in Law Enforcement program (instead of four) with the course work for licensure embedded in their degree; shortening the time required to complete the career pathway.

Community Action Partnership (Career Navigation): A non-profit social service provider with extensive experience supporting individuals who seek employment, and job training. In addition to providing career navigation, Community Action will connect clients to their existing support services, as needed, including SNAP, energy assistance, head start childcare, car ownerships, and matched savings accounts.

Professional Associations (Mentors/Outreach): SPPD will work with culturally based law enforcement professional associations to recruit candidates and host orientation sessions. Committed partners include National Latino Police Officers Association-MN, Somali American Police Association, National Black Police Association-MN, Minnesota Asian Peace Officers Association.

Saint Paul Police (Project lead, Employer, Trainer): Will serve as the project lead, and hire a coordinator to manage life skills and orientation sessions. SPPD's professional development institute will co-teach.

Ramsey County Sherriff's Department (Employer): A major regional employer, with over 450 employees working in detention services, and court security. Additionally, the office provides contracted law enforcement for 7 local suburban jurisdictions. They will help place 10 students annually.

How Does This Project Demonstrate Broad Collaboration: SPPD will form an advisory committee that meets 6-10 times annually to conduct collaborative planning. The team will include employers, vocational trainers, Career Navigators and student representatives. The committee members will help identify prospective employers for participants; contributing subject matter expertise to plan integrated training; and help identify industry professionals to serve as mentors. Committee members include:

- *Education/MNSCU Credentialing:* Mary Vukelich, Faculty, Law Enforcement, Century College.
- *From Industry Employers:* Commander Booker Hodges from Ramsey County Sherriff's Department, Commander Lozoya, SPPD, and Commander Maidment, SPPD professional development institute.
- *Social Services:* Brooke Walker, Program Director, Community Action Partnership.

Co-enrollment in programming offered through Partnerships: As defined above, co-enrollment is integrated into the program design. Young adults will receive group and individual instruction for

seeking federal student aid and applying to post-secondary programs. Further, as part of career navigation services, our partner Community Action will connect students to additional social supports that will support self-sufficiency like SNAP, childcare benefits, WIC, and other programs.

Services in greater Minnesota as well as Metro Area: SPPD's professional development institute provides training for over 30 different agencies across Minnesota. These agencies would be welcome to identify and send their own candidates to enroll in training free of charge, space permitting.

ASSESSMENT AND EVALUATION

SPPD will conduct an annual outcomes based evaluation of the project programs. Data will be collected ongoing with monthly program performance reports reviewed by the advisory committee. SPPD's Life Skills trainer will be trained on Workforce One, and be responsible data quality control and monthly outcome measurement reporting. Data collection will be required of subcontracted providers:

- *Credential and Credit attainment:* Industry certification exam scores will be routed from vocational trainers at the end 8 week training, allowing us to identify which candidates passed and which need extra support for retesting. Century College will also verify credit attainment and enrollment in their degree program. This will be documented in Workforce One by SPPD.
- *Job placement:* All placements are recorded by the Career Navigator in Workforce One. Staff enters placement data immediately following work verification.
- *Employment retention:* Career Navigators provided monthly follow-ups to address barriers impeding employment retention, with case notes recording retention rates.
- *Wage progression:* WorkForce One will be used to track wage progression by income stubs.

ORGANIZATION CAPACITY AND RELEVANT EXPERIENCE

Past Experience: SPPD operates as a division of the City of Saint Paul, a unit of local government. Saint Paul serves as a business and cultural hub for the east metro. As a result, SPPD serves as a regional leader in law enforcement, and is the second largest law enforcement employer in Minnesota with 800 total employees. The SPPD has three patrol districts and several special units and tasks forces that serve

as resources for the metropolitan areas. With highly experienced investigators, our officers frequently asked to serve as trainers and technical assistant providers across the state and nation.

Current initiatives: This project builds on several programs at SPPD, including on a yearlong training calendar offered by SPPD'S Professional Development Institute and our Jr. Academy program.

- The institute provides premier quality, affordable training to local, state and federal law enforcement officers. These trainings are utilized by over 30 agencies across the Midwest. SPPD is undergoing a major expansion and will open a 20,000 square foot facility in 2017.
- SPPD works in partnerships with non-profits to host Junior Police Academies across Saint Paul. In week long camps, youth are exposed to all functions of the SPPD in an effort to improve relationships, build trust and serve as an early recruitment tool. In 2015, the program celebrated the 10th annual academy. SPPD has graduated 500 children from these academies.

Staffing Plan: SPPD will use a combination of our own staff and contracted expertise. Whenever feasible, staff will be bi-cultural to facilitate relationships in the community:

- Program Manager. This program will be led by Commander John Lozoya, a 25 year veteran in law enforcement and highly regarded community leader, including acting as a founding member of the Minnesota Chapter of the Latino Police Officers Association. John will develop partnerships, oversee management of contracts, and ensures quality controls for evaluation.
- Career Navigators: will be hired through a subcontract with Community Action. The navigator will provide support for the creation of career plans, and oversee job fairs and job placement.
- Service learning/ Life Skills Coordinator: This position will be hired by SPPD. The staff will teach life skills course, establish program calendars, manage recruitment and enrollment.
- Technical Training Experts: SPPD is subcontracting with Century College to offer skills training.

Exhibit 1 - Work Plan

Form 5: Partnership Chart

The information contained in this chart should support the Work Plan as explained in the narrative.

A Letter of Commitment **MUST** be included in the application from each person or organization listed below.

Type of Organization	Name and Address of Organization	Type of Commitment: (time, staff, resources, space, referrals, etc.)	Key Contact Person and Telephone Number	Letter of Commitment Enclosed
Post-Secondary	Century College	Staff (trainers)	Mary Vukelich, Faculty 651.779.3981	X Yes ___ No
Non-profit	Community Action Partnership	Staff (Career Navigators), Resources (connections to SNAP and other programs)	Brooke Walker, Program Director 651-603-5882 bwalker@caprw.org	X Yes ___ No
Employer	Ramsey County Sheriff's Office	Referrals (employment openings), resources (technical experts for advisory group, mentors, presenters)	Commander Booker Hodges booker.hodges@CO.RAMSEY.MN.US 651.775.4395	X Yes ___ No
Professional Association	National Latino Peace Officers Association	Referrals (student candidates), Resources (mentors, presenters)	Pete Ortega, Chapter President peteoogg@gmail.com (651) 231-7063	X Yes ___ No
Professional Association	National Black Police Association, Minnesota Chapter (NBPA-Mn)	Referrals (student candidates), Resources (mentors, presenters)	Anthony Hines, Metro Transit nbpamn@gmail.com 612-290-7494	_ Yes X No
Professional Association	Minnesota Asian Peace Officers Association (MINAPOA)	Referrals (student candidates), Resources (mentors, presenters)	Jim Yang - MINAPOA President Jim.Yang@mapoa.org 651.266-5881	X Yes ___ No

Form 3: Work Plan

Please complete this quarterly table by filling in your plan in cumulative fashion.

Quarters:	Quarter 1 (Q1 = Q1)	Quarter 2 (Q2 = Q1 + Q2)	Quarter 3 (Q3 = Q1 + Q2 + Q3)	Quarter 4 (Q4 = Q1 + Q2 + Q3 + Q4)
Quarter start/end:	12/12/2016: 3/31/17	4/1/17: 6/30/17	7/1/17: 9/30/17	10/1/17: 12/31/17
Total Enrollments	10	30	40	40
Total Credential Obtained	0	0	20	20
Entered Employment	0	2	2	22
Exits to Employment	0	5	10	30
All other Exits	2	5	8	10
Total Exits	2	10	18	40

Form 4: Budget Information Summary

Please complete budget summary to include leveraged funding.

Cost Category	Total Funds Requested	Total Funds Leveraged	Total
Administrative Costs (Cannot exceed 10% of the total amount requested)	\$13,170	0	
Direct Customer Training Costs (Should be at least 50% of total amount requested)	\$99,330	0	
Service-Related Costs (Should be at max 40% of total amount requested)	\$74,000	0	
Support Services Costs (Cannot exceed 15% of total amount requested)	\$13,500	0	
Total:	\$200,000	0	

Please complete this quarterly budget table by filling in your plan for DEED requested funds only, in cumulative fashion.

Cost Category	Quarter 1 (Q1 = Q1)	Quarter 2 (Q2 = Q1 + Q2)	Quarter 3 (Q3 = Q1 + Q2 + Q3)	Quarter 4 (Q4 = Q1 + Q2 + Q3 + Q4)
Quarter start/end:	12/12/16: 3/31/17	4/1/17: 6/30/17	7/1/17: 9/30/17	10/1/17: 12/31/17
Administrative Costs	\$3,292	\$6,585	\$9,877	\$13,170
Direct Customer Training Costs	\$11,652	\$48,305	\$87,677	\$99,330
Service-Related Costs	\$22,000	\$44,000	\$59,000	\$74,000
Support Services Costs	\$875	\$1750	\$12,625	\$13500
Total	\$37,819	\$100,640	\$169,179	\$200,000

EXHIBIT 3

- 1) Minnesota Government Data Practices Act: Compliance Checklist 2)
 - a) The Tennesen Warning Notice
 - b) Sample Tennesen Warning Notice

**MINNESOTA GOVERNMENT DATA PRACTICES ACT:
COMPLIANCE CHECKLIST**

The Minnesota Government Data Practices Act (MGDPA), its accompanying rules, and related statutes impose specific obligations upon government entities to comply with the procedural requirements of the statute. This document summarizes these obligations.

The MGDPA is Chapter 13 of Minnesota Statutes. The Rules implementing the MGDPA are found in Minnesota Rules, Chapter 1205.

MINNESOTA GOVERNMENT DATA PRACTICES ACT: COMPLIANCE CHECKLIST			
Authority	Topic	Specific Obligation	Purpose
1 MS §13.03, subd. 2; MN Rules 1205.0300	Customer service	Establish procedures to ensure that officials respond promptly to requests for government data. Required in written form by January 1, 2001.	Facilitate public access; Hold entity accountable
2 MS §13.05, subd. 8	Access procedures	Prepare a public document setting forth the rights of data subjects and procedures for subjects to access public and private data about themselves	Inform citizens of their rights as subjects of government data, and explain how to exercise those rights
3 MS §13.05, subd. 5(1); MN Rules 1205.1500	Data quality	Establish procedures to ensure that data on individuals are accurate, complete and current	Protect against the use of erroneous data in making decisions that affect individuals
4 MS §13.05, subd. 5(2)	Data security	Establish procedures to ensure security safeguards for data on individuals	Protect individual privacy; Prevent alteration of data
5 MS §13.05, subd. 1; MN Rules 1205.1500, subpart 3	Inventory of Records	Create and annually update an inventory of records containing data on individuals, including data collection forms	Create central repository of data classifications; Give notice of the data maintained by entity

**MINNESOTA GOVERNMENT DATA PRACTICES ACT:
COMPLIANCE CHECKLIST**

Authority	Topic	Specific Obligation	Purpose
6 MS §13.05, subd. 11	Contract provisions	When preparing contracts by which a private sector contractor performs government functions, insert provisions that clearly oblige the contractor to comply with MGDPA as if it were a government entity	Extend protection into the private sector where public sector performs government duties; Prevent government entities from concealing data in the private sector
7 MS §13.05, subd. 7; MN Rules 1205.0700, subpart 3	Summary data	Prepare summary data upon the written request of any person; establish procedures for gaining access to summary data	Provide reasonable access to data for research purposes while protecting individual identities.
8 MS §13.05, subd. 9, 10	Dissemination of not public data to other governmental entities without authority	An entity may not share not public data with another entity unless required or permitted by state statute or federal law.	Assure public policy basis for dissemination of not public data; Protect individual privacy
9 MS §138.163; MS §15.17, subd. 3	Disposition of records	Dispose of and transfer records in accordance with statutory procedures	Ensure proper disposition of records preserved for legal or historical purposes
10 MN Rules 1205.1500, subpart 1	Plan for periodic review	Entity must formulate a plan for reviewing the administration of data practices	Ensure periodic determination of which data are necessary to maintain
11 MN Rules 1205.1500, subparts 4, 5	Modification of data handling procedures	Modify data collection and maintenance procedures to eliminate unnecessary data	Appropriate step following determination described above (11)
12 MN Rules 1205.0500, subpart 3	Parental access and notice to minors	Procedures for parents to access data about their minor children	Ensure parental rights while protecting minor's interests concerning parental access

**MINNESOTA GOVERNMENT DATA PRACTICES ACT:
COMPLIANCE CHECKLIST**

Authority	Topic	Specific Obligation	Purpose
13 MN Rules 1205.1300, subpart 4	Authorized uses of data	Enumerate the authorized uses of data by category	Enable administrators to know how to respond to requests for data; Facilitate answers to questions about dissemination of data
14 MN Rules 1205.1600	Informed consent	Design forms for obtaining informed consent for new release or use of private data	Ensure that contents of informed consent forms comply with legal requirements
15 MN Rules 1205.1000	Responsible Authority	Each governmental entity must appoint a responsible authority by September 30, 1981	Identify the entity's principal decision maker about data practices
16 MS §13.05, subd. 13	Data practices compliance official	Each governmental entity must appoint a compliance official by December 1, 2000	Identify the person within the entity to whom questions or data practices problems may be directed
17 MN Rules 1205.1200, subpart 2; MS §13.03, subd. 2	Designees	Post the names of data practices designees, if appointed	Identify the other key data practices officials in each entity
18 MN Rules 1205.1300, subpart 5	Training	Responsible authority must train designees and other staff	Ensure compliance and avoid liability

Tennesen Warning Notice

What is a Tennesen warning notice?

The government must give individuals notice when collecting private or confidential information from them. This is referred to as a "Tennesen warning notice." Government may also call it a "privacy notice," a "notice of collection of private/confidential data," or something similar. The purpose of the notice is to enable people to make informed decisions about whether to give information about themselves to the government. (See Minnesota Statutes, [section 13.04, subdivision 2.](#))

What must the notice include?

- The reason government is collecting the data,
- How government plans to use the data,
- Whether the person is legally required to provide the data or may refuse to do so,
- Consequences if the person provides the data,
- Consequences if the person does *not* provide the data, and
- The identities of people and entities that have access to the data by law. (For example, all notices should include that data may be shared upon court order or provided to the state or legislative auditor.)
- Note regarding private data on minors: Entities *must* provide minors with notice that they have the right to request that parental access to private data be denied. Entities may consider including this notice in the Tennesen Warning notice when collecting the data. (See [Minnesota Rules 1205.0500.](#))

When does a government entity *not* have to give a Tennesen warning notice?

- The individual volunteers the data, the entity did not ask for it;
- The data are not about the individual being asked;
- The data about the individual are public; or
- The individual is asked to provide criminal investigative data to a law enforcement officer under Minnesota Statutes, section 13.82.

What happens if the government does not provide the notice?

With limited exceptions, a government entity may not collect, store, use, or disseminate private or confidential data for any purpose other than those specified in the Tennesen warning notice, or per [section 13.05, subdivision 4.](#) ([Advisory Opinion 95-028](#)) If an entity fails to give the Tennesen warning notice, the entity may not use or store the information received for any purpose or must obtain [informed consent](#).

Other considerations

- A government entity should seek legal advice when developing Tennesen warning notices.
 - A government entity should not try to develop an all-purpose Tennesen warning notice; each notice should be tailored for the specific program or reason for collecting the data.
- Notices do not need to be in writing. However, government should ask the individual to sign and date the notice, and give her/him a copy as a best practice. (An e-form could provide a way for the recipients to indicate that they have read and understood the notice.)
- "Reverse Tennesen warning." While government does not need to give notice when collecting *public* data, it might consider doing so in some circumstances. For example, data about a member of the public requesting access to public data are public and an entity could explain that to a data requester.
 - Government may only collect data on individuals if it is necessary to administer a program specifically authorized or required by law (see Minnesota Statutes, section [13.05, subdivision 3.](#)).
 - Government entities must give a [Garrity warning notice](#) when conducting some personnel investigation interviews. This may be combined with a Tennesen warning notice.

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SAMPLE

WorkForce Center Services - Tennessean Warning Notice Minnesota Department of Employment and Economic Development (DEED)

The data we are asking you to provide about yourself is considered private data by Minnesota Statute 13.47 subdivision 2. In order to collect and use this data, we must tell you why we need the data, how we intend to use it, and any consequences you may experience if you do or do not supply the information.

Why we need the data

- Your Social Security Number is requested to identify you as a unique individual.
- Personal characteristics: age, gender, ethnicity, race, disability and economic status is collected to evaluate our performance and, in some cases, to determine if you're eligible for special assistance.
- Veteran status is asked to determine if you are eligible for special services and to evaluate our service delivery.
- Work and education history is used to help you plan your employment and training goals.

How we intend to use the data

Work and education history and your contact information may be shared with prospective employers. We may share information about you with other employment and training service providers in order to determine what services you may be eligible for and to coordinate services provided to you. Data may be shared with federal and state entities that provide funding for WorkForce Center services. Additionally, other government entities with a legal right to this data may see your information.

Consequences to you

You can refuse to supply any or all of this information; you are not legally required to provide any of this information to use WorkForce Center services. However, not supplying sufficient information may limit our ability to provide you the services you want.

For more information

- DEED Data Practices - www.deed.state.mn.us/privacy.htm
- Minnesota Data Practices Act - www.revisor.leg.state.mn.us/stats/13/
- Minnesota Department of Administration, Information Policy Analysis Division (IPAD)
- www.ipad.state.mn.us/index.html

Individual's Acknowledgement

I have read and understand this notice.

- Name: _____
- Parent or Guardian Signature: _____ (if data subject is under age 18)
- Date: _____

TERMS & CONDITIONS

DEPARTMENT OF EMPLOYMENT & ECONOMIC DEVELOPMENT (DEED) – EMPLOYMENT & TRAINING PROGRAMS (ETP) DIVISION SFY2017 DIRECT APPROPRIATIONS/EQUITY GRANT COMPETITIVE (RFP) PROGRAMS CONTACT INFORMATION

This exhibit provides the 1) Contacts and the 2) Additional Terms and Conditions known at this time of issuance. Following the list of Contacts below, the Terms and Conditions are listed.

1) CONTACTS:

Program Contact

Phone & Email

Lynn Douma
(651) 259-7536

Lynn.Douma@state.mn.us

Program:

SFY2017 Youth Support Services Competitive Grant Programs

John Olson

(651) 259-7547

John.r.olson@state.mn.us

SFY2017 Youth at Work Competitive Grant Programs

Larry Eisenstadt

(651) 259-7538

Larry.eisenstadt@state.mn.us

SFY2017 Somali Youth Competitive Grant Programs

Dana Dumbacher

(651) 259-7638

Dana.Dumbacher@state.mn.us

SFY2017 Pathways to Prosperity (P2P) Competitive Grant Programs,
SFY2017 Adult Support Services Competitive Grant Programs

John Vo

(651) 259-7571

John.Vo@state.mn.us

SFY2017 Southeast Asian Economic Relief Competitive Grant Programs

Taryn Galehdari

(651) 259-7540

Taryn.galehdari@state.mn.us

SFY2017 Women in High Wage, High Demand,
Nontraditional Jobs Competitive Grant Programs

Monitor Contact**Phone & E-Mail**

Karen Backlund

(651) 259-7559

Karen.Backlund@state.mn.us

WDA/Grantee:

Hmong American Farmers Association, City of St Paul Police Department, Interfaith Action of Greater St Paul, Model Cities of St Paul, African Community Services, Honor the Earth, Pine Tech College, Minnesota Computers for Schools, St. Cloud Area Somali Salvation Organization, Career Management Services, American Indian OIC, Summit OIC, LEDC OIC, NW American Indian OIC, Karen Organization

Steve Barker

(651) 259-7515

Steve.barker@state.mn.us

CAPL, Southeast Asian Refugee Community (SEARCH), Southeast Minnesota Private Industry Council, Inc., Family Service Rochester, Minnesota Assistance Council for Veterans, Olmsted Outreach, Pillsbury United Communities, United Way of Steele County, Afro American Development Association, Inc., Confederation of Somali Community of Minnesota, Winona Workforce Council, Jewish Family Services/JFS, International Institute, Hiawatha ValleyNorthfield Community Action Center, Red Lake Bank of Chippewa Indians, Hennepin County Career Connections Minneapolis Foundation

Maria Cantu

(651) 259-7574

Maria.Cantu@state.mn.us

Guadalupe Alternative Programs, Ujamaa Place, Lutheran Social Services of Minnesota, Harvest Network of Schools, YWCA St. Paul, Saint Paul College, Lifetrack Resources, Inc., Dunwoody College of Technology, City of St Paul, Genesys Works, Intercultural Mutual Assistance Association, Brian Coyle Center of Pillsbury United Communities, KA JOOG, Ramsey County Workforce Solutions, Twin Cities RISE, International Institute, Goodwill Easter Seals, CLUES, YWCA Minneapolis, Neighborhood House, East Side Neighborhood House

Steve Erbes

(651) 259-7537

Steve.erbes@state.mn.us

Arrowhead Economic Opportunity Agency (AEOA)

Shelley Landgraf

(651) 259-7580

Shelley.landgraf@state.mn.us

until monitoring position is filled Southwest MN Private Industry Council PIC)/Regional Workforce Development Area (RWDA) 5, (Minnesota Valley Action Council (MVAC), Washington County, Tree Trust

Claire Nelligan
(651) 259-7573
Claire.nelligan@state.mn.us

Hmong Cultural Center, Hmong American Partnership (HAP), Pathway Learning Center, Project for Pride in Living (PPL), Hallie Q. Brown Community Center, North Point Health and Wellness Center, Better Futures Minnesota, Migizi Communications, Appetite for Change, HIRED, Emerge Community Development, Minneapolis Parks and Rec., Accessibility Inc., Minneapolis Technical College, Hmong American Mutual Assistance Association (HAMAA), Little Earth

John Vo
(651) 259-7571
John.Vo@state.mn.us

Annual Fiscal Monitoring

**Workforce 1 Contact
Phone & E-Mail**

Specifically

Dana Dumbacher
(651) 259-7638
Dana.Dumbacher@state.mn.us

Equity Adult Programs

John Olson
(651) 259-7547
John.r.olson@state.mn.us

Equity Youth Programs

Web site: <http://mn.gov/deed/programs-services/workforceone/index.jsp> - **Workforce 1 Information**

Finance Contact

Program

Email

FSR/RPR Submittal Address:

See Program Contacts DEED.FSR@State.mn.us

CAPR Submittal Address

See Program Contacts DEED.GrantPayments@state.mn.us

JoAnne Beaudry
(651) 259-7577

Financial Technical Joanne.beaudry@state.mn.us

2) **ADDITIONAL TERMS AND CONDITIONS:**

DUNs Number: Grantee must be registered and current with
<https://www.sam.gov/portal/SAM/#1>

Uniform Guidance §200.331 Requirements for grantees:

- (1) A requirement that the grantee permit the state agency and auditors to have access to the grantee's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and**
- (2) Appropriate terms and conditions concerning closeout of the subaward.**

Cost Category Definitions: See Request for Proposal (RFP), if applicable

Administration Limit: See Clause 5 "Conditions of Payment"

ADDITIONAL ITEMS AS PART OF REQUIRED TERMS AND CONDITIONS

FOR IMMEDIATE ACTION, SIGN AND RETURN THE FOUR REQUIRED ITEMS BELOW IMMEDIATELY WITH THE CONTRACT TO: HEIDI.WARWICK@STATE.MN.US:

Conflict of Interest Disclosure Form-See Contract Clause 16 "Conflict of Interest" – sign upon approval

Certificate Regarding Lobbying AND Certificate Regarding Debarment Form – sign upon approval in both places

Delegation of Authority – provides proof that Contract Signatory has proper delegation of authority. This document may be a board resolution, a policy, etc.

Authorized Signature Form for Cash Requests – See Contract Clause 5 "Conditions of Payment" – sign upon approval

ITEMS LISTED BELOW ARE REQUIRED DURING THE GRANT PERIOD, IF NOT ALREADY SUCCESSFULLY COMPLETED:

Fiscal Monitoring Guide (for each grantee) - Complete and return to WSCD.Notifications@state.mn.us 45 days from receipt of Grant Package

Annual Assessment (for each grantee) - Complete and return to WSCD.Notifications@state.mn.us 45 days from receipt of Grant Package

EO ADA Annual Assessment (for each grantee) – Complete and return to WSCD.Notifications@state.mn.us 45 days from receipt of Grant Package

Grant Program Monitoring Guide– Complete and return to program monitor as instructed

**Monthly Financial Status Reports (FSR), Monthly Reimbursement Payment Requests (RPR) –
Templates (for completion) – Due no later than the 20th of the month following the preceding month
end (i.e. December, 2016 FSR/RPR is due January 20, 2017). Report accrued monthly expenditures.**

**Application for Financial Advance Form (AFA) & Cash Advance Payment Request (CAPR) for grantees
submitting FSRs (if applicable)**

Progress Reports – Completed Quarterly

ITEMS BELOW ARE REQUIRED

TO BE PRINTED AND POSTED:

Americans with Disabilities Act – Notice to the Public:

<https://apps.deed.state.mn.us/assets/policies/doc/nonwfcada.docx>

Minnesota Employment Law Posters (for Printing): <http://www.doli.state.mn.us/ls/Posters.asp>

Federal Employment Law Posters (For Printing): <http://www.dol.gov/compliance/topics/posters.htm>

BELOW ARE THE SPECIAL CONDITIONS TO THIS AGREEMENT: