



Minnesota Department of Public Safety ("State") Office of Traffic Safety 445 Minnesota Street, Suite 1620 St. Paul, MN 55101	Grant Program: 2020 NHTSA; 2020 DWI Officers Project No.: 0303 Grant Agreement No.: A-OFFICR20-2020-SPPD-003
Grantee: Saint Paul Police Department 367 Grove Street Saint Paul, MN 55101-2416	Grant Agreement Term: Effective Date: 10/1/2019 Expiration Date: 9/30/2020
Grantee's Authorized Representative: Carol Gronfor, Grant Specialist 367 Grove Street Saint Paul, MN 55101-2416 (651)266-5544 Carol.Gronfor@ci.stpaul.mn.us	Grant Agreement Amount: Original Agreement \$132,840.98 Matching Requirement \$ 0.00
State's Authorized Representative: Duane Siedschlag 445 Minnesota Street, Suite 1620 St. Paul, MN 55101 (651)201-7078 Duane.Siedschlag@state.mn.us	Federal Funding: CFDA 20.608 & CFDA 20.616 FAIN: 18X9205464MN17 & FAIN: 18X920405dMN17 State Funding: None Special Conditions: None

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

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

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2020 NHTSA; 2020 DWI Officers Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 1620 St. Paul, MN 55101. The Grantee shall also comply with all requirements referenced in the 2020 NHTSA; 2020 DWI Officers Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

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

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

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the



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

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

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

Grant Agreement No. A-OFFICR20-2020-SPPD-003
PO No. 3-61901

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Budget Summary

Budget				
Budget Category	State Reimbursement	Local Match		
DWI Officer Salary				
DWI Officer Salary	\$121,817.96	\$0.00		
Total	\$121,817.96	\$0.00		
Administrator Salary				
Administrator Salary- Commander Jeremy Ellison	\$10,658.02	\$0.00		
Total	\$10,658.02	\$0.00		
TZD Conference				
TZD Conference travel costs	\$365.00	\$0.00		
Total	\$365.00	\$0.00		
Operating Expenses				
Operating Expenses	\$0.00	\$0.00		
Total	\$0.00	\$0.00		
Total	\$132,840.98	\$0.00		

CERTIFICATION REGARDING LOBBYING
(For State of Minnesota Contracts and Grants over \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Name and Title of Official Signing for Organization

By: _____
Signature of Official

Date

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; 16. Data Disclosure; and 17 Intellectual Property Rights.

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

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. The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

5.1 Contract and Bidding Requirements – Municipal grantees

Per Minn. Stat. §471.345, grantees that are municipalities must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property

- (a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor

offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)

- (b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).
- (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)
- (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5.2 Contract and Bidding Requirements – Non-governmental grantees

A nongovernmental organization is an organization that is a nonprofit, also known as a charitable organization, that is formed for the purpose of fulfilling a mission to improve the common good of society rather than to acquire and distribute profits. The organization meets the definition in Minn. Stat. 309.50 Subd. 4 and meets the definitions defined in the Internal Revenue Service code, with the most common type being a 501 (c) (3).

- (f) Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- (g) Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.

- (h) Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- (i) The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
 - a. State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List
 - b. Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program
 - c. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program
- (j) The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- (k) The grantee must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- (l) Notwithstanding (a) - (d) above, the State may waive bidding process requirements when:
 - Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant
 - It is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.
- (m) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.
- (n) The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

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 (known as the "subrecipient" in the Code of Federal Regulations) receives federal assistance from the State of Minnesota, it will comply with the Single Audit Act Amendments of 1996 and the Office of Management and Budget's Uniform Guidance: Cost Principles, Audit, & Administrative Requirements for Federal Awards, Subpart F (2 CFR 200) ; 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. The Grantee's response to the request shall comply with the applicable law.

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. 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. 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 terminate 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 satisfactorily 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 terminate 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, 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, or pay other state liabilities.

17. Intellectual Property Rights (if applicable)

- (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*. 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." 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 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.

18. 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, the authorized Representative for the Grant Applicant, acknowledges that they 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, they will submit the required documents and certification on behalf of the Applicant Organization.

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

1. Survival of Terms

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

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

2. Financial and Administrative Provisions

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

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

3. Payment Terms

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

Under Minn. Stat. § 16B.98, Subd. 1, the Grantee agrees to minimize administrative costs. Under Minn. Stat. § 16B.98, Subd. 7, payments to the Grantee may not be issued until the grant agreement is fully executed.

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.

6. Conditions of Payment

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

7. Authorized Representative

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

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

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

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

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

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

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

9. Liability

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

10. Audits

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

If applicable, if the Grantee (known as the "subrecipient" in the Code of Federal Regulations) receives federal assistance from the State of Minnesota, it will comply with the Single Audit Act Amendments of 1996 and the Office of Management and Budget's Uniform Guidance: Cost Principles, Audit, & Administrative Requirements for Federal Awards, Subpart F (2 CFR 200) ; 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 Judicial Branch and its employees are bound by the Rules of Public Access to Records of the Judicial Branch. Both parties agree that neither shall be liable for any violation of any provision of the Minnesota Government Data Practices Act or the Rules of Public Access to Records of the Judicial Branch indirectly or directly arising out of, resulting from, or in any manner attributable to the actions of the other party.

If the Grantee receives a request to release the data referred to in this clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with the applicable law

12. Publicity and Endorsement

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

13. Termination

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

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

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

14. Other Provisions be it understood:

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

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

- c. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded;

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

By submitting this application, the authorized Representative for the Grant Applicant, acknowledge that they 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, they will submit the required documents and certification on behalf of the Applicant Organization.

Office of Traffic Safety Grant Program Guidelines

Financial Requirements:

Payments under this grant agreement will be made from federal funds obtained by the State under the U. S. Department of Transportation's State and Community Highway Safety Program, Catalog of Federal Domestic Assistance (CFDA) Number 20.608 and 20.616. The grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any consequences imposed by the grantee's failure to comply with federal requirements.

Reimbursement of Funds

Only costs associated with approved activities on this project can be claimed for federal reimbursement. The grantee will report on all expenditures and program income pertaining to this grant agreement. Claims shall be supported by written documentation including receipts, invoices, and personnel time reports. All costs reimbursed with these federal funds must be actual costs to the billing agency. Federal grant funding cannot be used to supplant any personnel, programs, or activities currently funded by another source.

The State has an obligation to determine if fringe benefit costs to be reimbursed by this grant contract are reasonable. If requested, the grantee must furnish an explanation of the basis for such rates. Fringe benefits must be accounted for separately from salary costs on back-up documentation of invoices.

Expenditures for each state fiscal year of this grant contract must be for services performed within applicable state fiscal years. Every state fiscal year begins on July 1 and ends on June 30. NHTSA federally funded projects run on the federal fiscal year, beginning on October 1 and ending on September 30. The final claim for reimbursement for the project for costs incurred through June 30, 2020 (the first state fiscal year) must be received by July 31, 2020. The final claim for reimbursement for the project for costs incurred through September 30, 2020 must be received no later than October 31, 2020.

Reporting Requirement

Reporting requirements are those agreed upon terms in the Work Plan that was approved by OTS. All projects require a final report as described in the Work Plan that was approved by OTS.

Monthly Invoices and Progress Reports are required to be submitted to the OTS on the 15th of the month following the date of activity (unless otherwise stated within grant documentation).

Quarterly Invoices and Progress Reports are required to be submitted to the OTS on the following schedule (unless otherwise stated within grant documentation):

- ☐ Monday, Jan. 20, 2020: All project activity between Oct. 1 and Dec. 31, 2019
- ☐ Monday, April 20, 2020: All project activity between Jan. 1 and March 31, 2020
- ☐ Monday, July 20, 2020: All project activity between April 1 and June 30, 2020
- ☐ Monday, Oct. 19, 2020: All project activity between July 1 and Sept. 30, 2020

Final Report Requirement

A final Report is due Oct 31, 2020, unless otherwise stated within grant documentation.

Match

Matching funds are not a requirement for the grant, however, expenses related to the project that are paid for with state, county, municipal and/or private funding clearly demonstrate a vested interest and real commitment to the project. Appropriate matching funds must be reported on the invoice and documentation for them included with the invoice.

Budget Revision

The grantee shall submit a written budget revision request and obtain written approval from the OTS Authorized Representative before any expenditure may be made based on a revised budget.

Record Retention

Under Minn. Stat. 16B.98, subd. 8, the grantee shall retain all financial records for a minimum of six years after the expiration of the grant agreement or until any audit findings and/or recommendations from prior audit(s) have been resolved between the grantee and DPS, whichever is later.

Program Income

Is any revenue/cash received for an activity funded by the grant or contract? Program income would include a fee for services (such as a registration fee for a conference or class in full or in part subsidized with federal funds) or fees from the sale of commodities or items made with grant funds. The grantee is responsible for tracking all program income with the same level of detail as federal funds and reporting earned income to OTS along with invoices. Program Income can be either deducted from the costs of the project to OTS or can be an addition to the project budget provided by OTS; which option must be specified and detailed in the budget and work plan. It must be expended during the Federal Fiscal year it was earned. Income approved and specified in the work plan and budget is to be used as an addition to the project and can only be used for purchases that would be considered allowable expenses.

Resolutions:

A Resolution from a city council or county board is required from the applicant agency. This resolution authorizing the agency to apply for and accept the grant funding is needed before the project begins. Information and an example of a resolution can be found in Attachment D. Deviations from the example (such as including a specific dollar amount or an individual's name rather than title, or changing the date) will likely cause delays in processing grants and may not be acceptable. The OTS is unable to enter into an agreement until the resolution has been passed and a copy has been received by the state's authorized representative

Equipment:

Because of the strict timelines for final claims for reimbursement, it is usually not possible to order, receive and pay for equipment during the last quarter.

Any piece of equipment that costs more than \$5,000 (including taxes, shipping and installation), is subject to the Buy America Act. Whether the NHTSA funds are used for the entire purchase or any portion of the purchase, it must be approved in writing by the NHTSA before it is ordered. Contact the OTS authorized representative to request that approval.

Any equipment requested to be purchased, either entirely or partially with grant funding, must be used to support the traffic safety program and pre-approved in writing by the OTS. Further, it shall be used primarily for grant-related purposes during the life of the equipment. The grantee may not deviate from this requirement. The grantee shall be responsible for all operating, maintenance, and repair costs of equipment purchased under this grant contract unless otherwise specified. Title to equipment acquired under this grant contract shall vest upon the grantee. Grantee must obtain prior written approval from OTS of any plan to trade-in, sell, surplus, or otherwise dispose of any piece of equipment purchased in whole or in part through this agreement.

Training Requirements

The grantee shall attend meetings and training as required by OTS.

Travel

Travel costs must be planned on a separate line in the budget and discussed in the work plan. When approved, reimbursement for travel and subsistence expenses actually and necessarily incurred by the

Grantee as a result of this grant contract will be paid in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations which is incorporated into this grant contract by reference. Out of state travel must have prior written approval by the OTS authorized representative.

Approval of Subcontracts

All sub-contracts must be reviewed and approved in writing by the OTS authorized representative before the sub-contracting process begins. The OTS Coordinator must be provided with a copy of the sub-contract.

Invoices from a sub-contract not approved by the OTS Coordinator may not be eligible for federal reimbursement.

Evaluation and Monitoring

OTS shall have the authority to evaluate and monitor the performance and financial records of the grantee.

Risk Assessment:

The federal government requires a pre-award risk assessment for all grant applications. The Office of Traffic Safety has a section within the E-grants application to provide the information needed from applying agencies, in order to complete the risk assessment.

Federal and State Provisions

This grant agreement is subject to all applicable federal and state statutes and regulations, including, but not limited to the following:

Common Rule: 49 CFR Part 18.37 specifically (2)

SUBGRANTS

§18.37 Subgrants.

- a) States. States shall follow state law and procedures when awarding and administering subgrants (whether on a cost reimbursement or fixed amount basis) of financial assistance to local and Indian tribal governments. States shall:
 1. Ensure that every subgrant includes any clauses required by Federal statute and executive orders and their implementing regulations;
 2. Ensure that subgrantees are aware of requirements imposed upon them by Federal statute and regulation;

While the subgrantees signs the certifications and assurances, the need to include the language from the original certifications and assurances that is listed under Appendix A to Part 1300—Certification and Assurances for Highway Safety Grants (23 U.S.C. Chapter 4) applicable to the subrecipients is important. This way the grantee or contractor will have the whole language and an idea of what they are signing before and thus OTS is doing all it can to make sure the grantee or contractor are aware of the requirement imposed upon them by Federal statute and regulation

NONDISCRIMINATION

(applies to subrecipients as well as States)

- The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:
 - **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
 - **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
 - **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
 - **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
 - **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
 - **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing a drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace.
 - The grantee's policy of maintaining a drug-free workplace.
 - Any available drug counseling, rehabilitation, and employee assistance programs.
 - The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 - Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- c) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
 - Abide by the terms of the statement.
 - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- d) Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction.
- e) Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
 - Taking appropriate personnel action against such an employee, up to and including termination.
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- f) Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

Instructions for Primary Certification (States)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall

disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR Part 180 and 1300. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. Each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180 and 1300. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion --Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of

Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at www.trafficsafety.org.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

POLICY ON VEHICULAR PURSUITS

If Grantee is a law enforcement agency, the Grantee certifies that the Grantee has in place or is currently working on a policy for vehicular pursuits taking into account the model guidelines issued by the International Association of Chiefs of Police.

Minnesota Department of Public Safety 2020 DWI Officer Request for Proposal

The Minnesota Department of Public Safety (DPS), Office of Traffic Safety (OTS) is seeking proposals from law enforcement agencies for a full time DWI officer. The DWI officer will work the peak nights and times when drinking and driving occurs.

This grant is federally financed by National Highway Traffic Safety Administration (NHTSA) with impaired driving funds. Federal guidelines require this money be spent on projects designed to reduce DWI incidents. Because of this requirement, the DWI officer can only be funded for the enforcement of laws prohibiting driving while impaired.

The OTS has a mandate to promote the safety of those who use public roadways. The NHTSA provides federal funding to the OTS to design and implement public education and traffic law enforcement programs to fulfill this mandate. The OTS and NHTSA seek to support traffic safety interventions that have been proven to reduce deaths and severe injuries caused by motor vehicle crashes. The OTS is committed to funding projects that have identified traffic safety problems with proposed enforcement strategies likely to alleviate those problems.

Progress continues to be made in reducing the incidents of impaired driving, which unfortunately still remains an issue. In 2017, it was estimated by the National Safety Council that the cost of alcohol-related crashes in Minnesota was nearly \$290 million. In the same year, 21 percent of serious injuries sustained in crashes and 31 percent of traffic crash fatalities were alcohol-related. To address this ongoing issue, the Office of Traffic Safety will continue to offer a program supporting full time officers dedicated to DWI enforcement.

Data from 2013-2017 was reviewed. To get the highest impact, only agencies from the top twenty counties* with the most impaired-related deaths and serious injuries are eligible for grant funds. Refer to the box below, which lists the top twenty counties*. In addition, applicant agencies must have a sworn complement of at least 20 officers.

The OTS is committed to funding programs that have identified traffic safety issues with proposed enforcement strategies likely to alleviate those problems. All enforcement grants are part of the traffic safety program called Toward Zero Deaths (TZD), which works to create a safe driving culture in Minnesota by supporting a goal of zero road fatalities. Therefore, it is a requirement of this grant that applying agencies have a 2019 TZD enforcement grant.

2020 DWI Officer Grant Highlights

Eligible Agencies

Law enforcement agencies with a complement of 20 sworn officers or more in the following counties:

Anoka	Dakota	Olmsted	Rice	Stearns
Beltrami	Hennepin	Otter Tail	Scott	Todd
Blue Earth	Itasca	Pine	Sherburne	Washington
Cass	Morrison	Ramsey	St. Louis	Wright
Crow Wing				

*Two counties tied for 20th.

No one agency will receive funding for more than one DWI officer. The applying agency must currently have a 2019 TZD Enforcement grant.

Award

The total length of a DWI Officer grant is expected to be one year. Agencies will develop a work plan and budget which are subject to approval by the OTS. The award will cover one full-time sworn officer and fringe benefits. The grant funding covers personnel only, equipment will not be included with the 2020 DWI Officer Grant.

ENFORCEMENT DIRECTIVES

The 2017 Minnesota Motor Vehicle Crash Facts data shows the hours between 5:00 p.m. and 5:00 a.m. as having the highest concentration of alcohol-related crashes. For that reason, to generate the greatest impact the DWI officer's work shift must be between the hours of 5:00 p.m. and 5:00 a.m. The DWI Officer will be required to be on active patrol a minimum of two Fridays and two Saturdays per month as part of the DWI officer's impaired driving enforcement. The OTS encourages the DWI Officer to wear a High Visibility Enforcement safety vest during patrol activities. The OTS encourages the DWI Officer (when on duty) participate alongside officers engaged in TZD Enforcement Grant activities within the DWI Officer's home county. *NOTE: The grant funding covers personnel only, equipment will not be included with the 2020 DWI Officer Grant.*

The following days are required to be worked, unless the DWI officer is on paid leave:

- October 26 or 31, 2019
- March 17, 2020
- May 9, 2020
- July 3 or 4, 2020

Earned Media:

Through earned media, the public can become aware of your agency's full time DWI officer and the consequences of driving while intoxicated. If your agency would like to propose a publicity plan using earned media, please include a detailed narrative with the application. *The earned media plan is optional; however, if one is proposed it will be included in the evaluation of your application.*

Allocating Time:

Straight time – Shift time the DWI Officer spends working dedicated to DWI enforcement. This does not include time (beyond 15 minutes) to assist another officer.

15-Minute Rule - If an officer backs up a law enforcement partner during a call for service, which exceeds 15 minutes, the officer must close their ROAR log. A new log must be created when the officer returns to their DWI Officer shift. When the time exceeds fifteen successive minutes, it is an unallowable grant expense.

Overtime – will be included if it was required to complete a DWI Officer shift, (e.g., the officer is in the process of charging someone at 5:00 (shift end time) and needs to work until 5:30 to complete the procedure, including paperwork).

Court time – is an acceptable use of funds for the agency's acting DWI officer to attend court time outside of their normal work schedule, as long as it pertains to an arrest where they were the arresting officer and that took place during their tenure as DWI officer.

Recurrent training – Time for the DWI Officer to take training required by all officers of the agency.

Leave Time – Sick leave, and vacation earned prior to the beginning of this project cannot be paid for with grant funds. Sick leave and vacation earned by the officer while paid for with grant funds are eligible for reimbursement.

Compensatory time (comp. time) will not be reimbursed with grant funds – The amount incurred at time earned, could potentially be expensed at a different rate. Also, there is no way of knowing when the assigned DWI Officer will use comp time earned. Because of these reasons, comp. time is a non-reimbursable expense.

Community Education Outreach – Up to three hours (per one community event) each quarter for community outreach, with written pre approval. This opportunity must be used to decrease impaired driving, in part by educating the community about their DWI Officer.

OTS Required Meetings – Time for the DWI Officer to attend OTS required meetings requested by the State Authorized Representative.

TZD Statewide Conference –The DWI officer is required to attend the TZD Conference. In 2019 the TZD Conference will be in St. Cloud, Minnesota on October 22 and 23.

- The OTS will reimburse hotel costs up to \$135.00 per night and the pay the registration fee for the DWI Officer. When the officer's agency is further than 60 miles from the conference, OTS will reimburse up to two nights. When the officer's agency is between 35-60 miles from the conference, OTS will reimburse for one night. OTS will not pay for hotel costs for officers whose agency is 35 miles or less from the conference. Attendees are responsible for registering themselves for the conference and reserving their own hotel room at the conference rate.

The Office of Traffic Safety expects the assigned DWI officer will not change more than once per year. The DWI officer rate includes salaries and fringe benefits, which must be in accordance with common practice for the classification level.

DWI OFFICER QUALIFICATIONS

The agency will provide a qualified officer who has a minimum of two years of experience with the agency. The DWI officer will work on all aspects of this project. In addition, the following training must have been completed by the officer prior to the beginning of grant funded enforcement.

- NHTSA's 16-hour Standardized Field Sobriety Testing (SFST) course
- NHTSA's Advanced Roadside Impaired Driving Enforcement (ARIDE) or Drugs That Impair Driving (DTID)
- Minnesota's Occupant Protection Usage and Enforcement (OPUE) course

Refreshers

Officers who last completed an SFST course of any kind before October 1, 2015, must complete an SFST Update class, the online ARIDE course and the online OPUE by Oct. 1, 2019.

ARIDE Online – 6 POST credits

This course will instruct officers on the difference between alcohol and drug impaired drivers; how they are detected and what can be expected. Officers will learn the observable signs of seven major drug categories, medical conditions that mimic drug influence, and what they will see when they encounter drivers under the influence of specific drugs. This course may be used as ARIDE refresher.

- Course access instructions
- Frequently asked questions.

OPUE Online

This online curriculum is only necessary for people who had the classroom training more than five years ago or have never taken OPUE at all.

Quick Reference Guide:

Course	Length	Type
Standardized Field Sobriety Testing (SFST)	16 hours	classroom
Drugs That Impair Driving (DTID) - offered until Sept. 30, 2015 OR Advanced Roadside Impaired Driving Enforcement (ARIDE) replaced DTID on Oct. 1, 2015	6 or 8 hours 10 hours	classroom classroom
Occupant Protection Usage and Enforcement (OPUE)	3 hours	Classroom (until Oct. 1, 2015)

Effective Oct. 1, 2015, all training courses are required to be refreshed within five years of their previous training date.

Course	Length	Type
Standardized Field Sobriety Testing (SFST)	4 hours	classroom
Advanced Roadside Impaired Driving Enforcement (ARIDE)	5 hours	online
Occupant Protection Usage and Enforcement (OPUE)	3 hours	online

APPLICATION EVALUATION PROCESS

Each application will be reviewed by a coordination team at The OTS.

The criteria that will be used to evaluate applications may include, but are not limited to the following:

- Performance history for both the proposed DWI Officer and their agency (Required Statistics Tab in work plan)
- Budget completeness and reasonableness (Budget Tab in work plan)
- Performance Measures (in work plan)
- OTS past experience with applying agency
- If all essential information and attachments have been completed and uploaded as required
- Media plan (optional)

GENERAL FUNDING AND REIMBURSEMENT RULES

The grant will coincide with the federal fiscal year which begins October 1, 2019 and ends September 30, 2020 and will cover funding for the salary of one full time DWI Officer. NHTSA guidelines stipulate that general types of police services normally provided to the public, cannot be reimbursed through grant funds. In order to meet this eligibility requirement, the applying agency must not currently have any full time Officer whose agency hours are dedicated to DWI enforcement. If however, the applying agency currently has a DWI Officer through an OTS grant, they remain eligible to apply for continued funding, because this requirement has previously been met.

Agencies with a currently funded DWI Officer are eligible to apply for a continuation and will be evaluated using the stated application data and on past performance. In order to receive any funding for the Federal Fiscal Year 2020, the agencies must submit an application.

The grant funds are to be used for DWI enforcement and are available on a cost reimbursement basis. Costs are reimbursed after they are incurred and paid by the grantee agencies. As a result, applicant agencies must have "start-up" monies available. Recipients must submit invoices for reimbursement on a quarterly basis.

Officer time and fringe benefits that are reimbursed through this grant must be for actual hours spent on DWI enforcement and other eligible time as discussed on page 2. Only the employer's portion of fringe benefits is eligible for reimbursement. The State has an obligation to determine if costs to be reimbursed by this grant contract are reasonable. If requested, the grantee must furnish an explanation of the basis for such rates.

Administration of Grant

Administrator time can be charged only if the grant administrator works overtime hours to complete the work.

Match - Matching funds are not a requirement for the grant, however, expenses related to the project that are paid for with state, county, municipal and/or private funding clearly demonstrate a vested interest and real commitment to the project. Appropriate matching funds must be reported on the invoice and documentation for them included with the invoice. Agencies can claim matching funds as any real costs that are not included in the grant-reimbursed budget such as:

- Squad car mileage costs (the number of miles driven are required to be reported) and operating expenses
- DWI Officer and supervisor/administrator time that is not covered by the grant including any DWI Officer leave time not covered by the grant.

REPORTING REQUIREMENTS:

Quarterly reports must include the approved spreadsheet (see example on page 12) and Progress Reports (Officer Activity Summary Reports from ROAR, review of performance measures and successes and challenges). Both are required to be submitted via E-grants to the OTS on the following schedule:

- Monday, Jan. 27, 2020: All project activity between Oct. 1 and Dec. 31, 2019
- Monday, April 20, 2020: All project activity between Jan. 1 and March 31, 2020
- Monday, July 20, 2020: All project activity between April 1 and June 30, 2020
- Monday, Oct. 19, 2020: All project activity between July 1 and Sept. 30, 2020

NOTE: Report any activity paid for by the agency as match (e.g., time assisting on other calls). It is crucial to provide number of hours, explanation of non-DWI- related hours and what funding was used to pay for non-DWI time.

Final Report Requirement

A final Report is due Oct. 30, 2020, and should include the following:

- Review of the DWI Officer activity
- Review of the budget
- Review of the performance measures
- Describe successes and challenges

Real-Time Officer Activity Reporting (ROAR)

A requirement of the grant is that DWI Enforcement hours be entered into ROAR. The Officer Activity Summary Report generated from this input will be submitted into E-grants as the quarterly progress report, along with a word document describing the DWI Officer's performance in obtaining the agency's targets.

DWI eCharging

The OTS requires that DWIs written by an agency in a DWI Officer Grant be processed using the DWI eCharging system. If you have questions regarding the system or would like to schedule training, contact Mike Asleson, DWI eCharging Deployment Manager at the Bureau of Criminal Apprehension at, (651) 793-2448; or mike.asleson@state.mn.us.

DWI Dashboard

Maps DWI's, severe and fatal crashes throughout Minnesota which helps law enforcement agencies coordinate and plan enforcement efforts. DWI Dashboard can be found on MyBCA.

Resolution Process

Before a grant may be executed, the agency listed in the application must provide the OTS with a resolution from the appropriate city council or county board authorizing its participation in the program. Legal signatures for a city are the Mayor and City Clerk (M.S. 412.201); for a county are the Board Chair and Clerk of County Board (M.S. 375.13); or individual(s) named in resolution approved by appropriate City Council or County Board.

The sample resolution will ensure acceptability by OTS and quicker processing of awarded grants. Including a grant dollar amount in the resolution will cause problems if the amount awarded is different than the amount requested. If your council or board requires a specific amount, have the words “or a lesser amount as awarded by the Department of Public Safety” added after the amount is specified. Including the proper name of an authorized official, rather than just a title, will cause problems if the person in that position or office changes. If your council or board requires a specific name as well as title, have the words “and (his or her) successor (on staff or in office)” added after the name is specified.

Example

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT

Be it resolved that (Name of Your Agency) enter into a grant agreement with the Minnesota Department of Public Safety, for the DWI Officer grant during the period from October 1, 2019 through September 30, 2020.

(Title of Agency Authorized Official) is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of (Name of Agency) and to be the fiscal agent and administer the grant.

(Signature block example – other formats for certifying a resolution has been adopted are permitted. In addition, you could instead provide a copy of official minutes of council meeting at which the resolution was approved.)

I certify that the above resolution was adopted by the (City Council or County Board) of City/County on (Date).

SIGNED:

WITNESSETH:

(Signature)

(Signature)

City Mayor*

City Clerk*

(Title)

(Title)

(Date)

(Date)

*or individual(s) named in approved resolution.

Termination of a Grant

A grant may be cancelled by the OTS if any of the following occur:

- Breaches of laws, requirements, rules or procedures by the grantee.
- Failure to have reportable activity in one quarter, unless approved in advance by the OTS grant coordinator
- Ineligible costs submitted on two Financial Status Reports
- Late Financial Status Reports /invoices one month late twice during the grant year, unless the grantee was given prior approval from the OTS coordinator

Proposal Package Checklist

The application is completed in DPS' Web-based E-Grants system and includes:

- Agency Information
- Grant Information and Work Plan (attach work plan)
Note: This includes statistics for both the proposed DWI Officer and their agency.
- Certification that the applicant agrees to the 2020 DWI Officer RFP, Program Guidelines, Terms and Conditions, and Federal Audit Requirements
- Pre Award Risk Assessment (Grantee)
- Budget
- Signature Option

Negotiations on applications may occur; clarification may be needed, hours, plans, or budgets may be modified.

Applications must be submitted to the OTS via E-Grants by 4:00 p.m. on Friday, June 28, 2019.

QUESTIONS regarding the application and evaluation process must be directed to Duane Siedschlag at duane.siedschlag@state.mn.us by 4 p.m., Wednesday, June 19, 2019. Answers to questions that are not specific to a proposal will be posted to the OTS Website within approximately three business days.

Grant Application Instructions

Grant applications are due to the Office of Traffic Safety via E-Grants by 4:00 p.m. Wednesday, May 22, 2019. All sections of the application **MUST** be completed. Incomplete applications will not be evaluated.

Responses to the RFP will be submitted as an application through E-Grants. If you are new to the system click on the New User link, on the E-Grants log in page, fill out the form and save. Your request will be reviewed by DPS within a day or two. Instructions on how to use E-Grants are located on the E-Grants home page under Training Materials. -

Complete the following sections in the application:

Agency Information - Complete the section in E-Grants

Complete the information about the agency, including complete contact information for agency, Chief Law Enforcement Officer and the Agency Contact. The applying agency is responsible for fiscal oversight of the project.

Grant Information and Work Plan - Complete the section and upload work plan in E-Grants

Complete the grant information such as the population of and number of liquor licenses held within the jurisdictions served, DWI incidences and Drunk Driving related deaths within agency's county. Complete the Agency History/Work Plan. This will include if applicant currently has a TZD Enforcement grant, the name of the designated DWI Officer, if the applying agency uses eCharging. A link to the 2020 DWI Officer Work Plan can be found in the work plan area. This will include the agencies and their designated DWI Officer's past results. The work plan will need to be filled out and uploaded into E-grants. Select the work plan (described in detail below); once completed, upload it to E-Grants. Please view the instructions to accomplish this. The total sworn complement of officers will need to be completed. An area is also provided for applicant to enter an optional earned media plan.

Work Plan

DWI Officer Use the following instructions to complete the work plan:

Performance Measures Tab

Complete all tan cells as indicated in the worksheet.

Required Statistics Tab

Complete all blue cells as indicated in the worksheet.

Budget Tab

The DWI Officer funding amount will automatically calculate based on the information entered. To create the final totals. Fill in the green cells.

- Step 1 – Enter the estimated number of straight and overtime hours the DWI Officer will work during the Federal Fiscal year.
- Step 2 – Enter the anticipated number of overtime hours needed to administer this grant.
- Step 3 – Enter both the DWI Officer's and the administrators straight and overtime hourly rates
- Step 4 – Enter the straight time and overtime fringe percentage rates for both the DWI Officer and the grant administrator.
- Step 5 – Enter "1" in the box corresponding to the distance of agency to the location of the TZD Conference

Certifications

The legal applicant must acknowledge that the following documents that are attached to this Request for Proposal have been read in their entirety. E-Grants does not require a signature, but by checking the box in front of each document listed, the applicant indicates they have read them and agree with the information, terms, and conditions in the documents.

These documents will be incorporated into the grant agreement if funds are awarded to the fiscal agency. The documents include:

- 2020 DWI Officers Request for Proposal
- Grant Program Guidelines (Attachment A)
- Terms and Conditions (Attachment B)
- Federal Audit Requirements (Attachment C)
- Approved Work Plan
- Approved Budget

Risk Assessment - Complete the form in E-Grants

The federal government requires a pre-award risk assessment for all grant applications.

Budget Summary

This page is populated from the information entered into the budget in E-Grants

Budget

The budget amounts from the work plan must be entered into the budget page within E-Grants. In E-Grants, there are two amounts to enter for each budget item. One is the budgeted amount and the other is the amount for your agency's match. Fill in a \$0.00 in the match line, even though you will report match on quarterly invoices. There is an additional (*match only*) budget item of Operating Expenses. When filling out this budget page, enter in \$0.00 for both State Reimbursement and for Local Match.

Signature Option

The DPS allows acceptance of grant agreements and amendments using several signature options. Indicate the type of signature you will use to sign the grant agreement if funds are awarded.

**Worst Alcohol-Related Counties,
2013-2017**

Rank	County	All Deaths	Drunk Driving-Related Deaths	All Suspected Serious Injuries	Alcohol-Related Suspected Serious Injuries	All Deaths and Suspected Serious Injuries	All Drunk Driving-Related Deaths & Alcohol-Related Suspected Serious Injuries	DWI Arrests
1	Hennepin	199	52	1,440	255	1,639	307	29,746
2	Ramsey	76	17	537	104	613	121	11,652
3	Anoka	76	12	421	79	497	91	5,983
4	St. Louis	78	15	262	70	340	85	5,356
5	Dakota	79	13	445	65	524	78	7,802
6	Stearns	45	7	203	50	248	57	4,051
7	Washington	50	9	188	46	238	55	4,969
8	Sherburne	33	5	144	43	177	48	1,901
9	Olmsted	52	7	184	35	236	42	3,540
10	Wright	55	13	182	28	237	41	2,201
11	Otter Tail	29	4	111	34	140	38	1,417
12	Cass	31	12	76	21	107	33	939
13	Rice	26	5	89	28	115	33	1,139
14	Scott	39	7	151	23	190	30	3,215
15	Itasca	22	9	88	20	110	29	1,521
16	Morrison	32	7	69	22	101	29	576
17	Beltrami	25	6	72	23	97	29	1,546
18	Blue Earth	32	4	87	25	119	29	1,924
19	Todd	16	5	57	23	73	28	446
20	Pine	39	12	72	15	111	27	633
20	Crow Wing	35	5	103	22	138	27	1,849

[illegible]

MINNESOTA DEPARTMENT OF PUBLIC SAFETY

Application: A-OFFICR20-2020-SPPD-003

Budget Item Program Component:

Budget Category: Administrator Salary

Budget Description: Administrator Salary- Commander Jeremy Ellison

Administrator Salary: Commander Jeremy Ellison manages the scheduling, data management, and training for all TZD DWI details on behalf of the Saint Paul Police Department. Commander Ellison will oversee the DWI Officer Grant. SPPD requests overtime for administration of all TZD activities. Estimated as follows: \$57.34 hourly x 1.5 hour overtime rate x 2 hours weekly x 52 weeks = 8945.04
Fringe calculated at 19.15% of base salary = \$1712.98

Award Match

Budget Item Program Component Total:

\$ 0.00 \$ 0.00

Budget Category: DWI Officer Salary

Budget Description: DWI Officer Salary

DWI Officer Salary Officer Axtell will work full time for the DWI grant on behalf of the Saint Paul Police Department. SPPD requests 2080 hours of pay to cover annual salary. This includes the costs of holiday and vacation pay that are determined by union contracts annually based on both officer rank and length of service with SPPD. Vacation and holiday pay is estimated at 10 paid holidays 80.4 weeks' vacation 160. SPPD also requests an average of 2 hours of overtime per week to cover times when officer must work overtime to complete a shift.

Award Match

Budget Item Program Component Total:

\$ 0.00 \$ 0.00

Budget Category: Operating Expenses

Budget Description: Operating Expenses

Fuel and maintenance for squad car.

Award Match

Budget Item Program Component Total:

\$ 0.00 \$ 0.00

Budget Category: TZD Conference

Budget Description: TZD Conference travel costs

SPPD requests officer travel costs for the TZD Conference at the City is located more than 60 miles from the conference site.

Award Match

Budget Item Program Component Total:

\$ 0.00 \$ 0.00

Total:

\$ 0.00 \$ 0.00

FEDERAL AUDIT REQUIREMENTS

1. A non-Federal entity that expends \$750,000 or more in Federal awards during the non-Federal entity's fiscal year must have a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F of OMB's Uniform Guidance: Cost Principles, Audit, & Administrative Requirements for Federal Awards (2 CFR Part 200).

Audits must be performed annually, except when:

(a) A state, local government, or Indian tribe that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits biennially

(b) Any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits biennially.

Any biennial audit must cover both years within the biennial period.

2. An auditor is defined in Title 2 CFR 200.7 - Auditor means a public accountant or a Federal, state, local government, or Indian tribe audit organization, which meets the general standards specified for external auditors in generally accepted government auditing standards (GAGAS) by the U.S. Government Accountability Office. The term auditor does not include internal auditors of nonprofit organizations. [79 FR 75880, Dec. 19, 2014]
3. The subrecipient agrees that the pass-through entity, the Legislative Auditor, the State Auditor, and any independent auditor designated by the pass-through entity will have access to the subrecipient's personnel, accounts, books, records, supporting documentation, and other information as needed in order to comply with the Single Audit Act Amendments of 1996 and OMB's Uniform Guidance: Cost Principles, Audit, & Administrative Requirements for Federal Awards, (2 CFR 200.508 Auditees responsibilities).
4. The auditee must prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Section 200.510 Financial Statements. Auditees must adhere to the Report retention requirements in Section 200.512(f) for three years from date of submission to the Federal Audit Clearinghouse (FAC). Minnesota Statute §16B.98, subdivision 8 includes retention requirements of 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.
5. The auditor's report(s) must state the audit was conducted in accordance with OMB's Uniform Guidance: Cost Principles, Audit, & Administrative Requirements for Federal Awards, Subpart F (2 CFR 200.515 Audit Reporting) and include the following:
 - (a) An opinion (or disclaimer of an opinion) as to whether the financial statements are presented fairly in all material respects in accordance with generally accepted accounting principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of Federal awards is fairly stated in all material respects in relation to the financial statements as a whole
 - (b) A report on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements. This report must describe the scope of testing of internal control

and compliance and the results of the tests, and, where applicable, it will refer to the separate schedule of findings and questioned costs described in this section

(c) A report on compliance for each major program and a report on internal control over compliance. This report must describe the scope of testing of internal control over compliance, include an opinion or disclaimer of opinion as to whether the auditee complied with Federal statutes, regulations, and the terms and conditions of Federal awards which could have a direct and material effect on each major program and refer to the separate schedule of findings and questioned costs described in this section.

(d) A schedule of findings and questioned costs that includes a summary of the auditor's results in a format consistent with Section 200.515 Audit Reporting, paragraph (d)(1); findings relating to the financial statements which are required to be reported in accordance with GAGAS; and findings and questioned costs for Federal awards consistent with the requirements of Section 200.515 Audit Reporting, paragraph (d)(3).

6. The auditee is responsible for follow-up and corrective action on all audit findings. As part of this responsibility, the auditee must prepare a summary schedule of prior audit findings. The auditee must also prepare a corrective action plan for current year audit findings. The summary schedule of prior audit findings and the corrective action plan must include the reference numbers the auditor assigns to audit findings under Section 200.516 Audit findings, paragraph (c). Since the summary schedule may include audit findings from multiple years, it must include the fiscal year in which the finding initially occurred. The corrective action plan and summary schedule of prior audit findings must include findings relating to the financial statements which are required to be reported in accordance with GAGAS. (2 CFR 200.511 Audit findings follow up)
7. Subrecipients and Contractors – An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or subrecipient are subject to audit under this part. The payments received for goods and services provided as a contractor are not Federal awards. Section 200.330 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor. (2 CFR 200.501(f))
8. The FAC is the repository of record for Subpart F – Audit Requirements. The auditee must electronically submit to the FAC the data collection form described in 200.512(b) and the reporting package described in 200.512(c) within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. (2 CFR 200.512)
9. **Auditees must file their single audit report(s) with the State Auditor's Office, Single Audit Division, by sending a copy to singleaudit@osa.state.mn.us, and the program grant manager at the Department of Public Safety within nine months of the fiscal year end.**

2020 DWI Officers

Organization: St Paul Police Department

Pre Award Risk Assessment (Grantee)

1. Experience with same or similar grants

- A. Is this the first time your agency has applied for a grant with OTS? **No**
- B. Has your agency had less than two years of experience with federal grants? **Yes**

2. Previous Audits

- A. Did your agency receive an audit last year? **Yes**
- B. Did the audit have any findings, or a qualified, adverse or disclaimer opinion? **Yes**

If yes, list any findings or opinions below and/or attach a copy of the cover letter accompanying the results.

As a major city, the City of Saint Paul is audited annually by the State of Minnesota Office of the State Auditor. Attached is the most recent management and compliance report for the City, for year end December 31, 2017

3. New personnel, or new or substantially changed systems

- A. Has your agency's project manager changed since the previous year? **No**

If yes, please provide brief qualifications of new project manager.

- B. Has the financial person managing your agency's OTS grant funds changed since the previous year? **No**

If yes, please provide brief qualifications of new finance person.

- C. Has your agency's accounting system changed since the previous year? **No**

If yes, please explain.

2020 DWI Officers

Organization: St Paul Police Department

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- C. Has your agency's accounting system changed since the previous year? **No**

If yes, please explain.