

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into effective July 1st, 2023, by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter the (“the City”) and People Incorporated, a Minnesota Nonprofit Corporation, located at 3000 Ames Crossing Rd Suite 600, Eagan MN 55121, hereinafter (“Provider”).

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

Provider agrees to provide the services described in this Agreement.

Section 1. Scope of Services.

Provider agrees to provide services or perform activities as described in the attached Scope of Work (Attachment A) and agrees to comply with all special conditions, financial reporting, and other requirements as detailed in Originating Grant Award from the Minnesota Department of Public Safety, Office of Justice Programs. (Attachment B).

Section 2. Time for Completion.

The services rendered by Provider shall be commenced upon execution of the Agreement and with the specific prior agreement of the City or its designated representative to proceed. The work will be completed in accordance with the schedule mutually agreed upon with the City which follows, but no later than the expiration above. No claim for labor, services, or products provide by the Provider not specifically provided for in this Agreement, or not specifically agreed to in advance, will be honored by the City.

The services described in Scope of Service/Work shall be commenced on July 1st, 2023, and will be completed in accordance with the schedule mutually agreed upon through May 31, 2024.

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

Section 3. Project Management.

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

The City has designated an individual as the Project Manager for this Agreement, and the individual to whom all communications pertaining to the Agreement shall be addressed. The Project Manager has the authority to transmit instructions, receive information, and interpret and define the City’s policy and decisions pertinent to the work covered by this Agreement.

Section 4. Billings, Payment and Reporting.

A. For the Provider's faithful performance of this Agreement, the City hereby agrees to compensate the Provider in the amounts and according to the provisions of Attachment B. Payments to the Provider shall not exceed \$38,149.00.

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

C. The Provider shall submit an itemized invoice as well as detailed documentation of the services performed to the City monthly, on or before the 15th of the month. Grant stipulations require that the provider produce an invoice that meets DPS requirements (Attachments B and C). The Provider shall submit detailed documentation within the budget categories as detailed on Budget (Attachment B). Upon receipt of the invoice and verification of the charges by the Project Manager, payment shall be made by the City to Provider within thirty-five (35) days of receipt in accordance with Minnesota Statutes Section 471.425. Any contested invoices shall not be paid until the billing issue is resolved, and the City shall have thirty-five (35) days from that date for payment.

D. Provider shall submit programmatic reporting as requested by the City monthly. No payments shall be made to Provider without programmatic reports completed by the due date.

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

Section 5. City Responsibilities.

The City will provide Provider with access to any information from City documents, staff, and other sources needed by Provider to complete the work described in this Agreement to the extent permitted by law. Upon request of the City, the Provider agrees to sign any Confidentiality or Non-Disclosure Agreement that the City reasonably requires before releasing any information that is deemed confidential or private pursuant to Chapter 13, Minnesota Government Data Practice Act.

Section 6. Amendment or Changes to Agreement.

A. City or Provider may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes and method of compensation must be authorized in writing in advance by the City.

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

C. Modifications or additional schedules may not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term “this Agreement” includes any future amendments, modifications, and additional schedules made in accordance with these terms.

Section 7. Notices.

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

To the City

Michele Bunce,
Fiscal Unit Administrator
Saint Paul Police Department
367 Grove Street
Saint Paul, MN 55101

To Provider:

General Counsel
People Incorporated
3000 Ames Crossing Rd., Ste. 600
Eagan, MN 55121

Section 8. Survival of Obligations.

A. The respective obligations of the parties under these terms and conditions, which by their nature would continue beyond termination, cancellation, or expiration, will survive termination, cancellation, or expiration of this Agreement.

B. If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision of the Agreement is unlawful, this Agreement or that provision, will terminate. If a provision is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement will continue in effect.

Section 9. Records, Dissemination of Information.

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

“**Work product**” means any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that results from Provider’s services under this Agreement.

“**Supporting documentation**” means any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other format and other evidences used to generate any and all work performed and work products generated under this Agreement.

“**Business records**” means any books, documents, papers, account records and other evidences, whether written, electronic, or in other forma, belonging to Provider and pertaining to work performed under this Agreement.

- A. All deliverable work products and supporting documentation that directly result from the Provider's services under this Agreement will be delivered to the City throughout the engagement under this Agreement and at the conclusion of services.
- B. The Provider agrees not to release, transmit, or otherwise disseminate information associated with or generated as a result of the work performed under this Agreement without prior knowledge and written consent of the City.
- C. In the event of termination, all documents finished or unfinished, and supporting documentation prepared by the Provider under this Agreement will be delivered to the City by Provider by the termination date and there will be no further obligation of the City to Provider except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination.
- D. The parties agree to maintain all business records in such a manner as will readily conform to the terms of this Agreement and to make such materials available at reasonable times during this Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the City, the Auditor of the State of Minnesota, or other duly authorized representative.
- E. The parties agree to abide strictly by Chapter 13, Minnesota Government Data Practice Act, and any other applicable data privacy and security laws and regulations. Contractor in performing functions under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act and Provider must comply with those requirements as if it were a governmental entity. If any provision of this Agreement is in conflict with the Minnesota Government Data Practices Act or other Minnesota state laws, state law shall control. The Provider agrees to hold the City, its officers, and employees harmless from any claims resulting from the Provider's unlawful disclosure or use of data protected under state or federal laws, regardless of the limits of insurance coverage. Further, the Provider must ensure that all applicable notices are provided consistent with Minn. Ch. 13, including Tennesen warnings.

Section 10. Confidentiality and Privacy.

During the course of the performance of the services under this Agreement, the parties may have access to or become acquainted with not public information including, without limitation, data about mental health services or criminal complaints or investigations. The parties acknowledge and understand the importance of complying with all regulations applicable to not public information and agree never to access, use, or disclose information except as authorized by law. Upon termination of this Agreement, each party will immediately return to the other party all records or other tangible documents which contain, embody or disclose, in whole or in part any not public information.

In Provider's sole discretion, Provider may create, maintain, and secure personally identifiable health information as appropriate to document interventions or care provided by Provider. Provider and the City will not use or disclose other than the minimum necessary protected health information required to accomplish the services, in strict compliance with applicable state and

federal laws and regulations.

This provision will survive the termination of this Agreement.

Section 11. Human Rights/Affirmative Action/Economic Opportunity.

A. Requirements.

Provider must comply with the City of Saint Paul's Affirmative Action Requirements in Employment pursuant to Section 183.04 of the Saint Paul Legislative Code, the Rules Governing Affirmative Requirements in Employment, and Chapter A-12 of the Saint Paul Administrative Code governing workplace conduct. Provider also must comply with the City of Saint Paul's Vendor Outreach Program pursuant to Chapter 84 of the Saint Paul Administrative Code. The Provider agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to the same.

B. Specifications.

When applicable, Provider must comply with the Affirmative Action and Vendor Outreach Specifications attached to this Agreement and incorporated by reference herein.

Section 12. Affirmative Action Plan.

Pursuant to City of Saint Paul Administrative Code § 86.06 and City of Saint Paul Legislative Code §183.04, every contractor and/or subcontractor whose total accumulated contract awards from the City of Saint Paul over the preceding twelve months have met or exceeded \$50,000 must complete and submit to the Department an Affirmative Action Program Registration form along with a \$75 dollar registration fee.

Section 13. Compliance With Applicable Law.

The parties agree to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations and standards established by any agency of such governmental units, insofar as they relate to the performance of the provisions of this Agreement. Each party is responsible to obtain all permits or licenses required for the performance of services under this Agreement as applicable to the actions of the respective party.

Section 14. Conflict of Interest.

Provider's acceptance of this agreement indicates compliance with Chapter 24.03, City of Saint Paul Administrative Code: "Except as permitted by law, no city official or employee shall be a party to or have a direct financial interest in any sale, lease, or contract with the City." The Provider also affirms that to the best of the Provider's knowledge, their involvement in this

contract does not result in a conflict of interest with any part or entity which may be affected by the terms of this contract. The Provider agrees that should any conflict or potential conflict of interest become known to the Provider, Provider will immediately notify the City of the situation so that a determination can be made about Provider's ability to continue performing services under this contract.

Section 15. Responsibility for Acts and Omissions.

- A. Each party agrees that it will be responsible for its own acts and omissions and the acts and omissions of its employees, elected officials, and agents as they relate to this Agreement and for any liability resulting therefrom, to the extent authorized by law, and will not be responsible for the acts and omissions of the other party or their employees, elected officials, and agents, or for any liability resulting therefrom. The City's liability is governed and limited by the Municipal Tort Claims Act, Minnesota Statutes chapter 466, and other applicable law.
- B. Provider shall defend and indemnify the City of Saint Paul, its officers, agents, and employees from all claims, actions, or suits of any character brought for or on account of any claimed or alleged injuries or damages received by any person or property, resulting from any act or omission by Provider or any person employed by Provider in carrying out the terms of this Agreement.
- C. Workers' Compensation Insurance Required - Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing services pursuant to this Agreement. Each Party waives the right to sue any other Party for any workers' compensation benefits paid to its own employee or volunteer or their dependents.
- D. Responsible for Own Equipment - Each Party shall be responsible for damages to or loss of its own equipment. Except as expressly provided herein, each Party waives the right to sue any other Party for any damages to, or loss of its equipment.
- E. Each party warrants that it is able to comply with the obligations of this Agreement through commercial insurance or a self-funding program.
- F. All insurance policies or self-insurance certificates are open to inspection by the other party and copies of the policies or certificates of self-insurance shall be submitted to a party upon written request.

Section 16. Assignment.

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

Section 17. Termination.

This Agreement will continue in full force and effect until completion of the project unless either party terminates the Agreement. Either party may terminate this Agreement, with or without cause, by providing 60 days written notice to the other party.

In the event of termination, the Provider will deliver all work products and supporting documentation developed up to the time of termination.

Section 18. Alterations.

Any alteration, variation, modification or waiver of the provisions of the specifications that may have occurred during the bidding process or amendments to this Agreement are valid only when reduced to writing.

Section 19. Interpretation of Agreement, Venue.

This Agreement will be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agreement must be venued in the appropriate court of jurisdiction in Ramsey County, Minnesota.

Section 20. Independent Contractor.

It is agreed by the parties, that at all times and for all purposes, within the scope of the Agreement resulting from this solicitation, the relationship of the Provider to the City is that of independent Provider and not that of employee. No statement contained in this Agreement may be construed so as to find the Provider or any of Provider's employees an employee of the City, and Provider and Provider's employees are not entitled to any of the rights, privileges, or benefits of Saint Paul employees.

Section 21. Waiver.

The waiver by either party of any breach under the terms of this Agreement or any rights or remedies arising under the terms of this Agreement will not constitute a waiver of the party's right to any rights and/or remedies with respect to any subsequent breach or default of the terms of the Agreement.

Section 22. Subcontracting.

Provider agrees not to enter into any subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the City.

Section 23. Insurance.

Provider is required to carry insurance of the kind and in the amounts shown below for the life of the Agreement. Certificates for Liability Insurance should state that the City of Saint Paul, its officials, employees, agents and representatives are Additional Insureds.

1. General or Business Liability Insurance

\$1,500,000 per occurrence
\$2,000,000 aggregate per project
\$2,000,000 products/completed operations total limit
\$1,500,000 personal injury and advertising

Policy must include an "all services, products, or completed operations" Endorsement when appropriate.

2. Automobile Insurance

Commercial - When commercial vehicles will be used in connection with the Agreement, these minimum coverage amounts are required:

a. Bodily Injury

\$750,000 per person
\$1,000,000 per accident

b. Property Damage

Not less than \$50,000 per accident
Coverage shall include: hired, non-owned and owned auto

c. Personal - When personal vehicles are used in connection with the Agreement, the City is not required to be named as Additional Insured, but proof of insurance is required prior to commencement of activities. Contractor must provide City with Endorsements from insurance company.

1) Bodily Injury

\$30,000 per person
\$60,000 per accident

2) Property Damage

\$20,000 per accident

d. Rental Vehicles – When rental vehicles are used in connection with the Agreement, the Provider must either purchase insurance from the rental agency, or provide City with proof of insurance as stated above.

3. Worker's Compensation and Employer's Liability

Worker's Compensation coverage is required by Minnesota law. Employer's Liability must have a minimum of:

\$500,000 per accident
\$500,000 per employee;
\$500,000 per disease policy limit.

a. Contractors with 10 or fewer employees who do not have Worker's Compensation coverage are required to provide the City with a completed "Certificate of Compliance"

(State of Minnesota form MN LIC 04) verifying their number of employees and the reason for their exemption.

4. **Professional Liability Insurance** is required when the Agreement is for service for which professional liability insurance is available for purchase. Professional Liability must have minimum liability limits of:

\$1,000,000 per occurrence
\$2,000,000 aggregate

5. **General Insurance Requirements**

- a. All policies must be written on an occurrence basis or as acceptable to the City of Saint Paul. Certificates of insurance must indicate that the policy is issued on an occurrence basis.
- b. The Provider may not commence any work until Certificate(s) of Insurance include all required insurance coverage for the project is approved and the Project manager has issued a notice to proceed. Valid insurance must remain in place for the duration of the original contract and any extension periods.
- c. The City reserves the right to review Provider's insurance policies at any time, with reasonable notice provided, to verify that City requirements have been met.
- d. Nothing precludes the City from requiring Provider to purchase and provide evidence of additional insurance if the scope of services changes, if the amount of the Agreement is significantly increased, or if the exposure to the City or its residents is deemed to have increased.
- e. Satisfaction of policy limits required above for General Liability and Automobile Liability Insurance, may be met with the purchase of an umbrella or excess policy. Any excess or umbrella policy will be written on an occurrence basis, and if such policy is not written by the same insurance carrier, the proof of underlying policies (endorsement) will be provided with any certificate of insurance.

Section 24. Force Majeure.

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

Section 25. Entire Agreement.

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

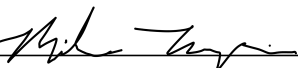
Section 26. Electronic Signatures.

The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

Section 27. Additional Terms and Conditions Incorporated by Reference.

The City may incorporate by reference Federal, State, and/or project specific specifications or proposals. Except as otherwise provided in this Agreement, if any provision contained in the Federal, State, or project specific specifications or proposal is in conflict with, or inconsistent with, any provision in the general City Terms and Conditions, the more restrictive provision will control.

PEOPLE INCORPORATED

By: 

NAME: Mike Turpin

TITLE: CAO & General Counsel

CITY OF SAINT PAUL

By: _____

Jack Serier

Assistant Chief of Police

Approved as form:

By: _____

Judith A. Hanson

Assistant City Attorney

By: _____

John McCarthy

Finance Director

By: _____

Jamie Tincher

Deputy Mayor

ATTACHMENT A SCOPE OF WORK

Project Description and Purpose:

To establish an agreement between People Inc. and the City of Saint Paul Police Department for People Inc. to provide a clinical worker to work with Officers from the COAST Unit to respond to individuals having mental health illness, substance use disorders, and co-occurring disorders.

Project Executive Summary:

The City of Saint Paul Police Department (SPPD) sought and secured funding from the Minnesota Department of Public Safety (Office of Justice Programs) for JAG Miscellaneous Funding 2022. The project defines a collaborative program, with People Incorporated acting as one of several partners. This scope of work outlines People Incorporated's specific obligations for a sub award from the grant.

Parties:

The COAST Unit is led by the SPPD. The project includes contributions from multiple parties. Collaborative partners contributing to the project include People Incorporated, Ramsey County, and the Saint Paul Police Department.

Scope of Project:

SPPD is engaging community partners in a multi-agency response for individuals experiencing severe and persistent mental illness who are disconnected from medical and social services and therefore are becoming increasingly at risk of arrest. Clinical personnel work in the field with SPPD patrol officers to respond to emergency response calls that have been identified as mental health related incidents, directing individuals to needed medical and chemical dependency services and when feasible attempt to find diversionary alternatives to arrest. The COAST Unit also provides service coordination and crisis stabilization services for high-risk individuals, connecting individuals to chemical dependency treatment, cognitive therapy, and social supports.

SPPD Obligations:

The SPPD will provide collaborative management for the COAST Unit including coordination of working group and advisory committee meetings and planning efforts to collectively define collaborative procedures. This includes establishing Memorandum of Understandings with agency partners, coordination of office space, and performing grant contract management. SPPD will provide investigative expertise on behalf of the project and provide law enforcement representation at working group meetings. Further, SPPD will create procedures and definitions for cross-system evaluation and dedicate a data analyst to ongoing collaborative communications, and data management.

People Incorporated Obligations:

People Incorporated Leadership Participation:

People Incorporated commits to providing representation at collaborative advisory meetings. The advisory meetings are to conduct collaborative planning for the project addressing evaluation plan, client intake and identification, and policies and procedures.

Personnel and resource commitment:

People Incorporated will dedicate one full time (1 FTE) Licensed Alcohol and Drug Counselor (LADC) and/or Licensed Clinical Social Worker (LCSW) to support the COAST Unit. The clinicians will house with the COAST Unit collaborative onsite at the SPPD offices. People Incorporated will dedicate 1 FTE to incident case management and outreach during the day shift.

Independent Agencies:

SPPD and People Incorporated will work collaboratively to develop procedures and protocols to be implemented by SPPD and People Incorporated respectively, including procedures for information sharing, collaborative work, and safety of personnel. Efforts are collaborative, but each party remains an independent contractor. SPPD and People Incorporated personnel remain under the supervision and control of each respective party, and do not become the employees, agents, or officers of the other party by virtue of this initiative and associated agreement.

Tasks/Delivered work product:

People Incorporated commits the following tasks and deliverables as terms of the sub award:

1. *Provide representation as a member of the COAST Unit.*
 - Conduct outreach and engagement, especially within communities of color over-represented in justice system:
 - Inform the community about the MHRT model.
 - Assist in conducting trainings for community members related to response to mental health issues.
 - Assist in conducting focus groups and listening sessions with community members most impacted by the co-responder model.
 - Use feedback to modify the model when needed so that people most impacted by services contribute to design of culturally-competent services and alternatives.
2. *Field Screening- Mental Health Clinical Response*
 - Diagnostic screening. People Incorporated defined tool that includes suicide assessment, risk factors, lethality/threat of violence to self or others. Tiered response based on results.
 - Determined if individuals can remain in home/community.
 - Detox –Transported to detox when individuals are under influence of drugs or alcohol that would prevent effective mental health response/assessment, in compliance with the independent authority of either law enforcement or clinical providers to enact a transport hold or other detention.

- Regional Medical Center- Immediate transport holds will be arranged for individuals expressing threat to harm to themselves or others. If violence present, transports will be coordinated with SPPD Patrol. All transports will be authorized in compliance with the independent authority of either law enforcement or clinical providers to enact a transport hold or other detention.
- Safety planning conducted for individuals who remain onsite.
 - Support system identified.
 - Primary mental health care provider contacted if individual is under care.
 - Individualized, consumer driven care plan developed to enable the person to manage acute psychiatric symptoms in the least restrictive manner possible.

3. *Service Coordination/Case Management:*

- Provide mental health crisis stabilization services for priority cases identified by high-end user group. Services conducted through home/field visits with mental health officers or alone if safety is not a concern.
- *Diagnostic Assessments:* Conducted to guide care planning:
 - ASAM Substance Abuse Criteria
 - DSM- 5 Criteria
 - CAGE
 - Columbia Suicide Severity Rating Scale (when evidence of major depression exists)
- *Crisis Stabilization:*
 - Medical Care: Appointment setting and assistance accessing physical health care.
 - Resource Navigation: Assistance accessing eligible financial and medical benefits
 - Chemical Dependency: Ramsey County directly provides medically monitored detoxification services and manages assessment services for publicly funded care.
 - Mental Health Services: Brief therapeutic interventions to stabilize acute psychiatry symptoms. Interventions are trauma-informed and focus on motivational interviewing, engagement, cognitive behavioral therapy, and dialectical behavioral therapy.
- *Intensive Referral:* Transferal from stabilization to treatment, in-patient and outpatient therapy and social support services for housing, and employment. Schedule and attend initial meetings as needed during transfer to long term care.

Information Sharing/Grant Reporting

People Incorporated will ensure the program personnel and program leadership are trained in data requirements required by the grantor for activity tracking on the grant. Data will be maintained on an ongoing basis. People Incorporated commits to ensuring that non-personally identifiable data required for reporting is up to date and accurate for required monthly report cards submitted to SPPD.

ATTACHMENT B: ORIGINAL GRANT DOCUMENTS



Grant Contract Agreement

Page 1 of 3

Minnesota Department of Public Safety (“State”) Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: JAG Miscellaneous Funding 2022 Grant Contract Agreement No.: A-JAGM-2022-SPPD-00003
Grantee: City of St Paul, Police Department 367 Grove Street St Paul, Minnesota 55101-2416	Grant Contract Agreement Term: Effective Date: 6/1/2022 Expiration Date: 5/31/2024
Grantee’s Authorized Representative: Scott Hvizdos, Grants Specialist City of St. Paul, Police Department 367 Grove Street St Paul, Minnesota 55101-2416 (651) 266-5414 Sppd-grants@ci.stpaul.mn.us	Grant Contract Agreement Amount: Original Agreement \$199,370.89 Matching Requirement \$0.00
State’s Authorized Representative: Claire Cambridge, Grant Manager Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 201-7307 Claire.cambridge@state.mn.us	Federal Funding: CFDA 16.738 FAIN: 2019DJBX0109, 2020DJBX0060 & 15PBJA-21-GG-00276-JAGX State Funding: None Special Conditions: Attached and incorporated into this grant agreement. See page 3.

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

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subd. 5. 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 contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract 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 JAG Miscellaneous Funding 2022 Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota, 55101-2139. The Grantee shall also comply with all requirements referenced in the JAG Miscellaneous Funding 2022 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 contract 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 contract 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.

Signed: Gale Rohde Digitally signed by Gale Rohde
Date: 2022.05.18 11:22:30 -05'00'

Date: 5/18/22

Grant Contract Agreement No./ P.O. No./ A-JAGM-2022-SPPD-00003 / 3-79149

Project No.(indicate N/A if not applicable): N/A

2. GRANTEE

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

Signed: Robert Thomasser

Print Name: Robert Thomasser

Title: Assistant Chief of Police

Date: 12 May 2022

Signed: Judy Hanson

Print Name: Judy Hanson

Title: Assistant City Attorney

Date: May, 6, 2022

3. STATE AGENCY

Signed: Tricia Hummel Digitally signed by Tricia Hummel
Date: 2022.05.18 09:30:09 -05'00'
(with delegated authority)

Title: Assistant Director

Date: _____

Signed: John McCarthy Digitally signed by John McCarthy (May 12, 2022 12:23 CDT)

Print Name: John McCarthy

Title: Director of Financial Services

Date: 05/12/2022

Signed: Jaime Rae Tischer Digitally signed by Jaime Rae Tischer (May 13, 2022 14:04 CDT)

Print Name: Jaime Tischer

Title: Deputy Mayor

Date: 05/13/2022

Distribution: DPS/FAS



Special Conditions

1. Time limitations on funding use:

\$30,000.00 is available from June 1, 2022 through September 30, 2022.

\$40,000.00 is available from June 1, 2022 through September 30, 2023.

\$129,370.89 is available from June 1, 2022 through May 31, 2024.

Budget Summary

JAG MISC: COAST				
Budget Category				Award
Personnel				
Sworn Officer salary and overtime				\$38,966.67
Total			2022	\$38,966.67
Payroll Taxes and Fringe				
Fringe and taxes				\$7,598.50
Total			2022	\$7,598.50
Contracted Services				
Clinical Workers - People Inc.				\$82,500.00
Clinical workers - Ramsey County				\$42,675.20
evaluation support - U of WI				\$10,000.00
Total				\$135,175.20
Indirect Costs Expense				
Indirect costs				\$11,290.52
Total				\$11,290.52
Program Expenses				
Program expenses				\$1,500.00
Total			2022 -72220	\$1,500.00
Travel				
Travel to Co-responder/P.A.A.R.I. conference				\$4,215.00
Total			2022	\$4,215.00
Training				
Co-Responder/P.A.A.R.I conference				\$625.00
Total			2022	\$625.00
Total				\$199,370.89

2022 Minnesota Dept of Public Safety JAG Grant

Final Audit Report

2022-05-13

Created:	2022-05-06
By:	Michele Bunce (Michele.Bunce@ci.stpaul.mn.us)
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ATTACHMENT B1: BUDGET REVISION

A-JAGM-2022-SPPD-00003

JAG Miscellaneous Funding 2022

MINNESOTA DEPARTMENT OF PUBLIC SAFETY

St Paul Police Department

Budget Revision Justification: 07/11/2023

Award: \$199,370.89

Grant Period: June 01, 2022 - May 31, 2024

Date of Request: 7/11/2023

Please add additional information here:

As noted in the original proposal, the work of the COAST Unit is supported by multiple grants . Most of the other sources had original grant periods that ended before this grant, so our intention has always been to adjust this grant, to cover expenses that were not covered by the other grants. We now have a better sense of what we need covered by this grant.

The most significant requested revisions are to adjust the amounts needed to maintain the partnerships with the two organizations (Ramsey County and People Inc.) that provide licensed clinicians who work with the SPPD officers . In addition, the evaluation system of the project is now well established, and so we are not extending the consulting contract with the University of Wisconsin.

The travel and training lines are being repurposed because the state guidelines on travel make it difficult to fully cover the costs of planned attendance to a conference in Washington , D.C. in August. We still intend to participate , and are using other funding sources to do so.

Line Item	Current Budget \$	Remaining Balance \$	Increase or (Decrease)	New Budget Amount	Additional Detail on Change
Contracted Services (Award: \$82,500.00) - Clinical Workers - People Inc.	\$82,500.00	\$82,500.00	(\$44,351.00)	\$38,149.00	
Contracted Services (Award: \$42,675.20) - Clinical workers - Ramsey County	\$42,675.20	\$42,675.20	\$62,325.00	\$105,000.20	
Contracted Services (Award: \$10,000.00) - evaluation support - U of WI	\$10,000.00	\$10,000.00	(\$10,000.00)	\$0	
Indirect Costs Expense (Award: \$11,290.52) - Indirect costs	\$11,290.52	\$11,273.37	(\$1,634.00)	\$9,656.52	the calculation of indirect costs has changed due to the other changes requested, and thus this line is being adjusted appropriately.
Program Expenses (Award: \$1,500.00) - Program expenses	\$1,500.00	\$1,500.00	(\$1,500.00)	\$0	Originally intended for supplies for the COAST Unit's community outreach vehicle, but other sources have been secured for covering these costs.
Travel (Award: \$4,215.00) - Travel to Co-responder/P.A.A.R.I. conference	\$4,215.00	\$4,215.00	(\$4,215.00)	\$0	no change in amount, but requesting to also allow this to be used for OT for the (civilian)
Training (Award: \$625.00) - Co-Responder/P.A.A.R.I conference	\$625.00	\$625.00	(\$625.00)	\$0	Analyst position, if needed.
Personnel (Award: \$38,966.67) - Sworn Officer salary and overtime	\$38,966.67	\$38,726.80	\$0	\$38,966.67	no change in amount, but requesting to also allow this to be used for OT for the (civilian)
Payroll Taxes and Fringe (Award: \$7,598.50) - Fringe and taxes	\$7,598.50	\$7,552.56	\$0	\$7,598.50	Analyst position, if needed.
TOTAL	\$199,370.89	\$199,067.93	\$0	\$199,370.89	no change in amount, but requesting to also allow this to be used for OT for the (civilian)

Please Note: The total of this grid only accounts for the changes you are making in this budget revision. If you would like to see your total budget, please select all line items even if they are not all affected by the budget revision . This will give you your correct award amount.

**ATTACHMENT B2: MINNESOTA DEPARTMENT OF PUBLIC SAFETY
PROPOSAL
WORKPLAN
OFFICE OF JUSTICE PROGRAMS
PROJECT WORK PLAN**

Grant Project: SPPD's Community Outreach and Stabilization (COAST) Unit			
Grant Goal: Reduce the risk that individuals facing chemical dependency or mental health issues will become involved in the criminal justice system, or harm themselves or others, by pairing SPPD officers with specialists in chemical dependency and mental health from Ramsey County and People Inc.			
Outcome # <u>1</u>: Law enforcement and clinical workers connect persons with mental illness or chemical health challenges to appropriate support, as an alternative to the criminal justice system.			
Activities resulting in outcome listed above	Number of Participants and Frequency of Activity	Time Frame	Person Responsible
Specially trained SPPD Officers will work with clinical staff provided by community partners to review incidents flagged as related to mental health or chemical abuse and: 1. Follow up to connect the individual with appropriate services. 2. When capacity permits, respond in real time to incidents flagged as mental health or chemical abuse. 3. When capacity permits, staff community engagement events and offer proactive support with assessments or accessing appropriate services.	1. & 2.: On average, each FTE (SPPD Officer or clinical social worker) will work with 20 cases per month (240 per year per FTE): follow-up cases (which usually involve multiple contacts per person) and real-time responses. 3. COAST staff will average supporting a total of 20 individuals per month at community events	Program is ongoing; proposed grant period is January 2022 to December 2023.	- SPPD Officers assigned to COAST Unit - Clinical staff members (Licensed Clinical Social Worker or Licensed Alcohol and Drug Counselor), provided by community partners Ramsey County and People Inc.
Outcome Measurement: How do you measure this outcome? What is its operational definition?	Data Source	When collected?	Person Responsible
- 50% of high utilizers achieve six months of stability (no encounters with law enforcement). - 85% of chemical dependency cases addressed by LADC get an appropriate form of care coordination. - 20% of mental health related cases are provided appropriate referrals for appropriate resources and treatment. - Improved community and police relations. Community members increase trust in the police to help with chemical dependency and mental health issues	- Number of individuals who receive a co-response service coordination and stabilization services (Smartsheet) - Number of assessments completed (Smartsheet) - Number of referrals (Smartsheet) - Number of overdoses (ODMAP) - Number of follow-ups to overdose events (Smartsheets) - Community surveys	Ongoing; results tabulated and analyzed monthly.	SPPD Research Analyst (currently: Crystal Perez), with support from an Evaluator from the University of Wisconsin Population Health Institute (currently Janae Goodrich).
Issues associated with this outcome or its measurement : Data privacy does not allow us to track all results for all individuals, but we can track if individuals have subsequent encounters with law enforcement, which is a good indicator of success for this program.			

ATTACHMENT C
MN Office of Justice Programs
FSR Description Box Detail
Requirements
Updated August 28, 2020

The table below provides guidance on what information is required in the description box of each FSR your agency submits. You may include more information than is required for your own needs but at a minimum, please follow the guidance below. A screen print of the FSR description box is at the bottom of this page for your reference.

Budget Item	Minimum Detail Required in the FSR Payment Request Line Items Description Box	Examples
Personnel	Each staff should be in their own line item. Break out hourly rate and hours worked (even if salaried employee). If there is only 1 FTE in a line item, no description is required.	Program manager @ \$25/hour x 48 hours = \$1,200
Payroll Taxes & Fringe	Break out amount requested by staff and include FTE calculations	FICA Taxes: \$525 for 1.4 FTE 1.4 FTE: Retirement (\$605), Worker's Compensation Insurance (\$42), Health, Dental, Life, LTD, STD insurance (\$2,100)
Contract Services	Break out amount requested by hourly rate and total number of hours worked.	Technology consultant 10 hours @ \$30 = \$300
Travel Expenses	Break out amount requested by number of miles or total gas allocation amount (whichever applies)	Mileage 100 miles @ .575 = \$57.50
Training Expenses	Breakout amount requested by expense type.	Registration (\$260), Meals \$36 x 2 x 1.4 FTE = \$100.80
Office Expenses	Break out amount requested by expense type.	Office supplies (\$115.14); Phone/internet (\$101.88); Computer (\$1,500)
Program Expenses	Break out amount requested by expense type.	PPE supplies: \$25 x 40 clients this month = \$1,000
Indirect Expense	Indirect calculation is based on direct expenses in the FSR. Provide the calculation used	FSR's Total direct expenses: \$7,907.32 x .10 MDTC = 790.73

FINANCIAL STATUS REPORT / PAYMENT REQUEST LINE ITEMS

Please enter the expenses incurred during the current report period. (Additional blank items will appear upon saving)

Budget Item	Date	Description	Amount Requested
		0 of 1000	

ATTACHMENT D

Standard Federal Award Requirements

Non-Discrimination.

Subrecipient will comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e et seq. which prohibits discrimination in employment because of race, color, religion, sex or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq. and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq. as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Agreement.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq. and including 45 CFR Part 80, prohibits recipients of federal financial assistance from discriminating on the basis of national origin which includes not discriminating against those persons with limited English proficiency.

J. Equal Protection of the Laws for Faith-based and Community Organizations, Exec. Order No. 13279 signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

K. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

Federally Assisted Construction Contracts

For contracts exceeding \$10,000 in a year, and for single purchases exceeding \$10,000.

Definitions

Construction Work: Means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction

Contract: Means any Government contract or subcontract or any federally assisted construction contract or subcontract.

Contractor: Means, unless otherwise indicated, a prime contractor or subcontractor.

Federally Assisted Construction Contract: Means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Equal Economic Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

Contractor Debarment, Suspension, and Responsibility Certification.

Federal Regulation 45 CFR 92.35 prohibits state and local governments from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or a local government. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Agreement, the Subrecipient Certifies: That it and its Principals and Employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Agreement: 1) 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; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any contractors or subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the City Program Manager should the Subrecipient come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

“Principals” for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

Anti-Lobbying and Required Certificate

Subrecipients that apply or bid for an award exceeding \$100,000 must file the required certifications pursuant to 31 U.S.C. 1352. By entering into this Agreement, Subrecipient certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each Contractor and Subcontractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient (i.e. the City) who will in turn forward the disclosure(s) to the relevant Federal Agency. If the required certification is applicable, Subrecipient, Contractor or Subcontractor must sign the certification attached hereto as Exhibit D, and complete a disclosure form if required, and submit it to the City.

Clean Air Act

Subrecipients that apply or bid for an award exceeding \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Rights to Inventions Made Under a Contract or Agreement

If this Agreement meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency (the City).

Prohibition on certain telecommunications and video surveillance services or equipment.

The City and Subrecipient are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Domestic preferences for procurements.

The Subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR19217 (Apr. 18, 1997), Subrecipients should adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipients should adopt and enforce policies that ban text messaging while driving.