

Agreement  
Between the City of Saint Paul and County of Ramsey

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025, is by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City" and County of Ramsey, a political subdivision of the State of Minnesota, hereinafter referred to as "Provider."

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

SECTION 1: scope of Services.

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

SECTION 2: Time for Completion.

A. The services described in Section 1 shall be commenced on October 1, 2024 and will be completed in accordance with the schedule mutually agreed upon with the City through September 30, 2025.

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

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

SECTION 3: Billings, Payment, and Reporting.

A. For the Provider's faithful performance of this Agreement, the City hereby agrees to compensate the Provider in the amounts and according to the provisions of Attachment A. Total payments to the Provider shall not exceed \$33,035.00.

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 backup documents to the City on a quarterly basis. The Provider will be provided with the deadline for submitting the detailed backup after the grant reporting deadlines have been finalized. The Provider shall submit the detailed backup within the budget categories as detailed on Attachment B. Upon receipt of the invoice and verification of the charges by the Project Manager, payment shall be made by the City to Provider within thirty-five (35) days of the City receiving payment or reimbursement from the State of Minnesota for services provided under this Agreement.

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

E. In the event the Provider fails to comply with any terms or conditions of the Agreement or grant award (see Attachment A) or to provide in any manner the work or services as agreed to herein, the City reserves the right to 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 4: Project Management.

A. 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 this individual during the term of the Agreement. Removal of any principal project member without replacement by equally qualified individual or without the prior written approval of the City is grounds for termination of the Agreement by the City. Provider's principal project member is:

Commander John Eastham
Ramsey County Sheriff's Office
425 Grove Street
Saint Paul, MN 55101

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

#### SECTION 5: City Responsibilities.

A. City agrees to provide the Provider with access to any information from City documents, staff, and other sources needed by the Provider to complete the work to the extent permitted by law.

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

A. For purposes of this Agreement, the following words and phrases have the meanings set forth 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 solely from the Provider's services under this Agreement.

"Supporting documentation " means any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other formats which result solely from Provider's services and this agreement and are which are 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 format, belonging to the Provider and pertaining to services under this Agreement.

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

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

D. In the event of termination, all documents finished or unfinished, and supporting documentation prepared by the Provider under this Agreement, must be delivered to the City by the Provider by the termination date without further obligation of the City to the Provider except for payment of amounts due and owing for Services performed and costs incurred as of the date and time of termination.

E. The Provider must maintain all business records relating to the Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years commencing after the later of the date of the final payment under the Agreement or resolution of all audit findings, for audit or inspection by the City, appropriate federal agency or agencies, the Audit of the State of Minnesota, or other duly authorized representative.

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

## SECTION 7: Equal Opportunity Employment.

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

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

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

The Provider agrees to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Provider's performance of the provisions of this Agreement. The Provider also agrees to comply with the federal requirements contained in Attachments B, C, and D of this agreement and any applicable provisions of the Federal Uniform Guidance pursuant to 2 C.F.R. § 200 and all relevant subparts. It shall be the obligation of the Provider to apply for, pay for, and obtain all permits and/or licenses required.

#### SECTION 9: Independent Contractor.

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

#### SECTION 10: Subcontracting.

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

#### SECTION 11: Hold Harmless.

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

#### SECTION 12: Assignment.

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

#### SECTION 13: Termination.

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

B. With Cause. The City reserves the right to suspend or terminate this Agreement if the Provider violates any of the terms or conditions of this Agreement or does not fulfill, in a timely and proper manner, its obligations under this Agreement as determined by the City. In the event that the City exercises its right to suspend or terminate under this Section, will submit written notice of suspension to the Provider, specifying the reasons therefore, and the date upon which such suspension becomes effective. Within ten days of receipt of such notice, the

Provider will take all actions necessary to cure the default. If the Provider fails to cure the default within the ten-day period, the Agreement is immediately terminated. Upon termination of this Agreement, the Provider will discontinue further commitments of funds under this Agreement.

C. In the event of termination, the City will pay the Provider for all services actually timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination. The Provider will deliver all work products and supporting documentation developed up to the date of termination prior to the City rendering final payment for services.

#### SECTION 14: Default by Provider.

A. In the event Provider fails or neglects to comply with any term or condition of this Agreement or to provide the services stated herein, City shall have the right, after written notice, to cease payment hereunder. This remedy shall be in addition to any other remedies, including termination, available to the City in law or equity.

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

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

B. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement 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" as used herein is deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

#### SECTION 16: Notices.

A. Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement must be delivered in person, sent by certified United States Mail, via electronic mail with Return Receipt Requested. Any notices or other communications should be addressed to the individuals and the addresses listed on page one (1) of this Agreement. Any notices or other communications must be addressed as follows:

To Provider:  
Commander John Eastham  
Ramsey County  
425 Grove Street  
Saint Paul, MN 55101

To City:  
Michele Bunce, Accountant  
Saint Paul Police Department  
367 Grove Street  
Saint Paul, MN 55101

#### SECTION 17: Waiver.

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

#### SECTION 18: Survival of Obligations.

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

B. If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, 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 19: Interpretation of Agreement, Venue.

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

#### SECTION 20: Force Majeure.

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

#### SECTION 21: Entire Agreement.

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

#### SECTION 22: Attachments.

As so referenced in these terms and conditions, the Attachments and Addenda attached to this Agreement, and all obligations and duties articulated and certifications made therein, are incorporated into and made part of this Agreement.

Attachment A:	Scope of Work
Attachment B:	Budget Categories and Amounts

Attachment C:	Standard Federal Award Requirements: Non-Discrimination, Federally Assisted Construction Contracts, Contractor Debarment, Suspension, and Responsibility Certification
Attachment D:	Additional Federal Provisions
Attachment E:	Anti-Lobbying Certification Addendum: Grant Specific Requirements

#### SECTION 23: Applicable Contract Terms and Conditions.

By signing this Agreement, the Provider acknowledges and agrees that federal financial assistance may be used to fund all or a portion of the contract. The Provider will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives. In addition, Provider will comply with all applicable terms and conditions, requirements, attachments, and addenda no matter the source of funding. Provider further agrees that contract terms and conditions, requirements, Attachments, and addenda are subject to change based on source of funding.

#### SECTION 24: Electronic Signatures.

The Parties agree that the electronic signature of a Party to this Agreement will be as valid as an original signature of such Party and will 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 will 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 will not affect the enforceability of this Agreement.

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

For the City:

For County of Ramsey:

*Approved as to form:*


By: \_\_\_\_\_  
Anthony Edwards  
Assistant City Attorney  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chair  
Ramsey County Board of Commissioners  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Paul Ford  
Assistant Chief of Police  
Date: \_\_\_\_\_

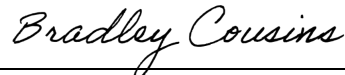
By: \_\_\_\_\_  
Jason Yang, Interim Chief Clerk  
Ramsey County Board of Commissioners  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
John McCarthy  
Director of Financial Services  
Date: \_\_\_\_\_

By:   
Bob Fletcher  
Ramsey County Sheriff  
Date: 12/23/24

**Approved as to Form:**

By: \_\_\_\_\_  
Melvin Carter  
Mayor  
Date: \_\_\_\_\_

By:   
Bradley Cousins  
Assistant Ramsey County Attorney  
Date: 01/08/25



## EXHIBIT A

### Scope of Work

The purpose of this SOW is to describe the work, services, tasks and/or deliverables that Provider will provide to the City under the City Terms and Conditions agreed upon by the Parties, (the "Agreement"). Additional terms and conditions may be set forth in this SOW. To the extent the terms and conditions of this SOW are inconsistent with those of the Agreement, the terms of this SOW will control with respect to the work, services, tasks and/or deliverables described herein. Capitalized terms used herein shall have the same meaning as those used in the Agreement. This SOW is an attachment to and is incorporated by this reference into the Agreement as if fully set forth therein and made a part thereof. This SOW, together with the Agreement, represents the complete and total understanding of the parties regarding the Services to be provided by Provider hereunder.

File Attached:

[TZD Enforcement 2024-25 A-ENFRC25-2025-SPPD-027-EXECUTED 10.23.24.pdf]

**EXHIBIT C**  
**Budget Categories and Amounts**

<b>Ramsey County Sheriff's Office</b>	
<b>Budget Categories</b>	<b>Budget Amount</b>
Total DWI	\$19,435.00
Distracted Driving (April 1-30)	\$4,325.00
Speed (May 1-June 30)	\$2,400.00
Seatbelt (May 19- Jun 1)	\$2,400.00
Speed (July 1-Sept 1)	\$905.00
Seatbelt (Sep 21-27)	\$800.00
Special Projects	\$2,275.00
<b>Grand Total:</b>	<b>\$33,035.00</b>

## EXHIBIT C

### Standard Federal Award Requirements

#### I. Non-Discrimination.

Contractor 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.

## II. 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, Contractor 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 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 Project Manager or Buyer should the Contractor 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

Contractors 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, Contractor 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, 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

Contractors 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. 7401-7671 q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) Clean Air Act (42 USC. 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 Contractor 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 Contractor 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 Contractor 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 115232, 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 references for procurements.

The Contractor 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.

## EXHIBIT D

### Additional Federal Provisions

#### A. APPLICABILITY

The following list contains additional public laws, executive orders and other federal regulations or requirements which may be applicable to activities funded in whole or in part with federal funds.

##### COPELAND ANTI-KICKBACK ACT

18 U.S.C. § 874; 29 C.F.R. Part 3

Prohibits kickbacks to public employees, and any person involved in the administration of federal funds.

##### EXECUTIVE ORDER 11246 AS AMENDED BY EXECUTIVE ORDERS 11375 11478, 12086 AND 12107

41 C.F.R. Chapter 60; 24 C.F.R. § 5.105(a)(1); 24 C.F.R. § 570.607

Relates to equal employment opportunities under HUD contracts and HUD assisted construction contracts.

##### UNIFORM ADMINISTRATIVE REQUIREMENTS

2 C.F.R. Part 200, subps. C and D; 24 C.F.R. 570.502, 570.610

Contains uniform administrative requirements applicable to federally funded grants and contracts. Includes requirement for the City and/or HUD to monitor/review/report on subgrantee activities.

##### UNIFORM COSTS PRINCIPLES

2 C.F.R. Part 200, subp. E; 24 C.F.R. 570.502, 570.610

Relates to cost and expenditure principles for federally funded grants and contracts.

##### UNIFORM AUDIT REQUIREMENTS

2 C.F.R. Part 200, subp. F; 24 C.F.R. 570.502, 570.610

Contains audit requirements for non-profit organizations and governmental entities.

##### EXECUTIVE ORDERS 11625 12432 AND 12138

2 C.F.R. § 200.321; 24 C.F.R. 5.105(a)(1); 24 C.F.R. § 570.904(d)

Relates to the national programs for Minority Business Enterprises and Women's Business Enterprises.

##### SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

42 U.S.C. § 5309; 24 C.F.R. Part 6; 24 C.F.R. § 570.602

Prohibits discrimination on the basis of race, color, religion or national origin in any activity or program funded in whole or in part with CDBG or UDAG funds.

#### AGE DISCRIMINATION ACT OF 1975

42 U.S.C. 6101-6107; 24 C.F.R. § 5.1050(1)•, 24 C.F.R. Part 146; 24 C.F.R. §570.602

No persons shall, on the basis of age, be excluded from participation or be denied benefits, or be subject to any discrimination from any program receiving federal assistance.

#### ARCHITECTURAL BARRIERS ACT OF 1968

42 U.S.C. 4151-4157; 24 C.F.R. § 570.614(a)

Requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people.

#### NATIONAL ENVIRONMENTAL POLICY ACT OF 1969

42 U.S.C. 4321-4370m-12•, 24 C.F.R. Part 58; 24 C.F.R. § 570.604

The recipient of federal funds assumes the responsibility for ensuring that environmental reviews are completed prior to the start of any activity funded in whole or in part with federal funds.

#### NATIONAL HISTORIC PRESERVATION ACT OF 1966

54 U.S.C. 300101-307108; 24 C.F.R. §

Relates to the process for designating structures on the National Historic Preservation List, and the kinds of activities which may be done as a result of this designation.

#### ARCHEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974

54 U.S.C. 312501-312508; 24 C.F.R. §

Provides for the preservation of significant scientific, prehistorical, historical, or archeological data that may otherwise be lost in the course of work on federally funded projects.

#### EXECUTIVE ORDER 11593

24 C.F.R. §

Provides for the protection and enhancement of the cultural environment.



### HATCH ACT

5 U.S.C. 1501-1508; 24 C.F.R. §570.207

Prohibits the financing of any type of political activities with federal funds.

### CODE OF CONDUCT AND CONFLICT OF INTEREST

2 C.F.R. § 200.317-.318, 24 C.F.R. § 570.611

States that no person(s) administering federally funded programs may, as a result of their position, receive personal gain.

### IMMIGRATION AND NATIONALITY ACT AS AMENDED BY IMMIGRATION REFORM

#### AND CONTROL ACT

8 U.S.C. 1324a-1330•, 8 C.F.R. § 245a.5; 24 C.F.R. § 570.613

Prohibits employers from hiring and employing an individual for employment in the U.S. knowing that the individual is not authorized with respect to such employment. The requirements of this Act apply to Subgrantee and any and all contracts that Subgrantee enters into with any contractor or subcontractor. Also prohibits certain newly legalized aliens from being eligible to apply for benefits under covered activities funded by the programs listed in 24 C.F.R. § 570.613.

### DRUG-FREE WORKPLACE ACT OF 1988

41 U.S.C. § 701; 24 C.F.R. § 5.105(d)

Requires federal grant recipients and federal contractors with a contract for more than \$100,000 to adopt a drug-free workplace policy and establish a drug-free awareness program.

### EVALUATION OF COST REASONABLENESS

2 C.F.R. §§200.403 and 2 C.F.R. 200.404

Provides criteria that costs must meet in order to be allowable under Federal awards and lists considerations that must be given in determining the reasonableness of a given cost.

[Section Left Intentionally Blank.]

## EXHIBIT E

### Lobbying Certification

The undersigned certifies, to the best of the undersigned's knowledge and belief, on behalf of Contractor that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an 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, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors 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. <sup>1</sup>

The undersigned hereby represents and warrants that the undersigned has the authority to sign on behalf of Contractor. The undersigned certifies or affirms the truthfulness and accuracy of each statement of each certification made herein and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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<sup>1</sup> These civil penalty amounts are subject to adjustments for inflation pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990, as amended by the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015.

IN WITNESS WHEREOF, the undersigned has caused this Certification to be executed the day and year first above written on behalf of Contractor.

Contractor Name By:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Its \_\_\_\_\_

# ROUTING SHEET

Green Sheet NO: 400130

10/18/2024

Department: Police

Contact Person: Paul Ford

Contact Phone: 651-266-5533

Document Type: Grant Agreement

Document Contact: Melissa Timm

Document Phone: 651-266-5422

Order	Department/Customer	Contract Signer	Organization
1	Police Department	Department Accountant	
2	Customer	MN DPS	
3	Police Department	Assistant Chief	
4	City Attorney Office	City Attorney	
5	Financial Services	Director	
6	Mayor's Office	Assistant Mayor	

CC: Scott H.

Action Requested:

Signatures needed on an agreement authorizing the City on behalf of the Police Department to accept the 2025 Towards Zero Deaths Grant Program , issued by the Minnesota DPS. (RES PH 24-258, 10/09/24)



<b>Minnesota Department of Public Safety (“State”)</b> Office of Traffic Safety 445 Minnesota Street, Suite 1620 Saint Paul, Minn., 55101	<b>Grant Program:</b> 2025 Enforcement  <b>Grant Contract Agreement No.:</b> A-ENFRC25-2025-SPPD-027
<b>Grantee:</b> St. Paul Police Department 367 Grove Street St. Paul, Minn. 55101-2416	<b>Grant Contract Agreement Term:</b>  <b>Effective Date:</b> Oct. 1, 2024 <b>Expiration Date:</b> Sept. 30, 2025
<b>Grantee’s Authorized Representative:</b> Commander Jeremy Ellison St. Paul Police Department 367 Grove Street St. Paul, Minn. 55101-2416 (651) 266-5457 Jeremy.Ellison@stpaul.gov	<b>Grant Contract Agreement Amount:</b> Original Agreement \$ 969,900.00 Matching Requirement* \$0.00 See special conditions
<b>State’s Authorized Representative:</b> Shannon Grabow Office of Traffic Safety 445 Minnesota Street, Suite 1620 Saint Paul, Minn., 55101 (651) 373-9671 shannon.grabow@state.mn.us	<b>Federal Funding:</b> CFDA/ALN: 20.600, 20.608, 20.616 <b>FAIN:</b> 69A37523300004020MN0, 69A37523300001640MNA, 69A3752330000405HMN0 <b>State Funding:</b> N/A  <b>*Special Conditions:</b> If equipment is purchased, a 50 percent match of the item is required. Refer to program manual.

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

**Term:** Per Minn. Stat. §16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn. Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. 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 2025 Enforcement Application [“Application”] which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 1620, Saint Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the 2025 Enforcement 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.



## Grant Contract Agreement

Page 2 of 2

**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: Patti Hagen Digitally signed by Patti Hagen  
Date: 2024.10.23 09:41:26 -05'00'

Date: \_\_\_\_\_

Grant Contract Agreement No./ P.O. No.  
A-ENFRC25-2025-SPPD-027/3000097919

Project No. 25-04-01

### 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: Anthony Edwards Digitally signed by Anthony Edwards (Oct 18, 2024 10:23 CDT)

Print Name: Anthony Edwards

Title: Assistant City Attorney

Date: 10/18/2024

Signed: Paul A. Ford Digitally signed by Paul A. Ford (Oct 18, 2024 10:40 CDT)

Print Name: Paul Ford

Title: Assistant Chief of Police

Date: 10/18/2024

3. STATE AGENCY Craig Flynn Digitally signed by Craig Flynn Deputy Director  
Signed: Deputy Director Date: 2024.10.21 07:48:46 -05'00'

(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: John McCarthy

Print Name: John McCarthy

Title: Director, OFS

Date: 10/18/2024

Signed: Andrea Ledger

Print Name: Andrea Ledger

Title: Director, HEERO

Date: 10/18/2024

Signed: Jaime Rae Tincher Digitally signed by Jaime Rae Tincher (Oct 18, 2024 15:48 CDT)

Print Name: Jaime Tincher

Title: Deputy Mayor

Date: 10/18/2024

Budget Summary

Budget				
Budget Category		State Reimbursement	Local Match	
Dispatch/Admin- Other				
Dispatch/admin - Other		\$25,000.00	\$0.00	
<b>Total</b>		\$25,000.00	\$0.00	
Enforcement- Distract/Speed/MO/Belt				
Enfr- Distract/Spd/MO/Belt		\$232,500.00	\$0.00	
<b>Total</b>		\$232,500.00	\$0.00	
Enforcement- Impaired				
Enforcement - Impaired		\$388,700.00	\$0.00	
<b>Total</b>		\$388,700.00	\$0.00	
Enforcement- Pedestrian				
Enforcement - Pedestrian		\$241,000.00	\$0.00	
<b>Total</b>		\$241,000.00	\$0.00	
Match – Mileage Expenses				
Match - Mileage Expense		\$0.00	\$0.00	
<b>Total</b>		\$0.00	\$0.00	
Dispatch/Admin-Impaired				
Dispatch/admin - DWI		\$17,200.00	\$0.00	
<b>Total</b>		\$17,200.00	\$0.00	
Optional Activities- Impaired				
Optional Activities - DWI		\$30,500.00	\$0.00	
<b>Total</b>		\$30,500.00	\$0.00	
Optional Activities- Other				
Optional Activities - Other		\$35,000.00	\$0.00	
<b>Total</b>		\$35,000.00	\$0.00	
<b>Total</b>		\$969,900.00	\$0.00	



# City of Saint Paul

City Hall and Court  
House  
15 West Kellogg  
Boulevard  
Phone: 651-266-8560

## Signature Copy

### Resolution-Public Hearing: RES PH 24-258

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**File Number: RES PH 24-258**

Authorizing the City on behalf of the Police Department ("SPPD") to accept and amend the 2024 Grant Fund Budget for the 2025 Enforcement grant, issued by the Office of Traffic Safety (OTS) of the Minnesota Department of Public Safety (DPS).

WHEREAS, the Office of Traffic Safety (OTS) of the Minnesota Department of Public Safety (DPS) has awarded a 2025 Enforcement Grant to the SPPD for \$969,900; and  
WHEREAS, the Police Department will use this grant to work with eight other local law enforcement agencies to prevent injuries, deaths and property damage from crashes and unsafe driving; and

WHEREAS, this grant includes subgrants to eight local law enforcement agencies, and  
WHEREAS, the grant has no match requirement although a match is encouraged; and  
WHEREAS, the Police Department received approval to apply for this grant through RES 24-804; and

WHEREAS, the 2024 financing and spending plans need to be amended and activity budget added for these funds; and

WHEREAS, the Mayor, pursuant to Section 10.07.1 of the Charter of the City of Saint Paul, does certify that there are available for appropriation funds of \$113,291 in excess of those estimated in the 2024 budget; and

THEREFORE BE IT RESOLVED, by the City Council of the City of Saint Paul, upon recommendation of the Mayor to accept the grant from the DPS and the addition of \$113,291 as specified on the attached financial analysis and approves the changes to the 2024 budget.

At a meeting of the City Council on 10/9/2024, this Resolution-Public Hearing was Passed.

**Yea:** 7 Councilmember Noecker, Councilmember Jalali, Councilmember Yang, Councilmember Kim, Councilmember Bowie, Councilmember Jost, and Councilmember Johnson

**Nay:** 0

**Vote Attested by**  
**Council Secretary**

Shari Moore

**Date** 10/9/2024

**Approved by the Mayor**

Melvin Carter III

**Date** 10/16/2024



**Clerk**



Shari Moore

**Date**

\_\_\_\_\_

**Test Signature**



Shari Moore

**Date**

\_\_\_\_\_











# TZD Enforcement 2024-25-grant.agreement.St. Paul 9.9.24

Final Audit Report

2024-10-18

Created:	2024-10-18
By:	SPPD Contracts (sppd-contracts@stpaul.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXrQad57MGdWuRbrb5fOnSol-Ny5V4JIJ

## "TZD Enforcement 2024-25-grant.agreement.St.Paul 9.9.24" History

-  Document created by SPPD Contracts (sppd-contracts@stpaul.gov)  
2024-10-18 - 2:52:09 PM GMT
-  Document emailed to Anthony Edwards (Anthony.Edwards@ci.stpaul.mn.us) for signature  
2024-10-18 - 2:52:15 PM GMT
-  Email viewed by Anthony Edwards (Anthony.Edwards@ci.stpaul.mn.us)  
2024-10-18 - 3:23:38 PM GMT
-  Document e-signed by Anthony Edwards (Anthony.Edwards@ci.stpaul.mn.us)  
Signature Date: 2024-10-18 - 3:23:53 PM GMT - Time Source: server
-  Document emailed to paul.ford@ci.stpaul.mn.us for signature  
2024-10-18 - 3:23:54 PM GMT
-  Email viewed by paul.ford@ci.stpaul.mn.us  
2024-10-18 - 3:39:18 PM GMT
-  Signer paul.ford@ci.stpaul.mn.us entered name at signing as Paul A. Ford  
2024-10-18 - 3:40:08 PM GMT
-  Document e-signed by Paul A. Ford (paul.ford@ci.stpaul.mn.us)  
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-  Document emailed to John McCarthy (john.mccarthy@ci.stpaul.mn.us) for signature  
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Signer Jaime Tincher (jaime.tincher@ci.stpaul.mn.us) entered name at signing as Jaime Rae Tincher

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Document e-signed by Jaime Rae Tincher (jaime.tincher@ci.stpaul.mn.us)

Signature Date: 2024-10-18 - 8:48:44 PM GMT - Time Source: server



Agreement completed.

2024-10-18 - 8:48:44 PM GMT



**Adobe Acrobat Sign**