



# DICKINSON POLICE DEPARTMENT

Chief Joseph R. Cianni

2475 State Avenue North  
Dickinson, ND 58601

701.456.7759

[www.dickinsonpd.com](http://www.dickinsonpd.com)

January 5, 2024

North Dakota Legislature approved an appropriation to the Office of Attorney General to fund grant awards for providing law enforcement resiliency programs. Funding provided under this Act must be used to defray administrative, therapeutic, training, and outreach related costs of providing mental health and wellness support services to current and retired correctional and law enforcement personnel.

The Dickinson Police Department has applied for and was successful in securing a resiliency-based grant in the amount of \$49,999.80. The monies will be used to fund significantly discounted family memberships for all sworn staff of the Dickinson Police Department and their eligible dependents to the West River Community Center for a 5-year period. The intent is to enter into a contract (attached) with Dickinson Parks and Recreation. A one-time payment of \$50,000 to Parks and Recreation will fund 49 transferrable family memberships to the West River Community Center for 5-year term.

I believe this will have a lasting positive impact on overall officer/family wellness while aiding in recruitment and retention. A copy of the resiliency grant along with the related contractual agreement with Dickinson Parks and Recreation is included.

Thank You!

Chief Joe Cianni



## MEMORANDUM OF UNDERSTANDING

### **CITY OF DICKINSON & DICKINSON PARKS AND RECREATION West River Community Center Membership Agreement**

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This Agreement is entered into this second week of January, 2024 between the **CITY OF DICKINSON**, a municipal corporation (“DICKINSON”) and **DICKINSON PARKS AND RECREATION** (“DICKINSON PARKS”) regarding the establishment of a sworn police officer deferred payment program related to family membership with the West River Community Center.

WHEREAS, DICKINSON and DICKINSON PARKS recognize the challenges related to recruitment and retention of qualified law enforcement officers serving the community. DICKINSON and DICKINSON PARKS further recognize the challenges of physical and mental wellness faced by those following a career path in law enforcement resonating through their entire family nucleus.

WHEREAS, DICKINSON and DICKINSON PARKS recognize the significant resource to overall health and wellness the West River Community Center can provide through family membership; And, when this resource is accentuated through deferred membership fees, it becomes a significant recruitment and retention tool promoting a holistic family approach to general wellness while promoting the support structure.

WHEREAS, DICKINSON PARKS recognizes the overall wellness, recruitment and retention benefits created by offering long-term family memberships to the West River Community Center to all sworn Dickinson police officers at no cost to the officer accomplished through a one-time discounted subsidy payment.

WHEREAS DICKINSON PARKS agree to accept a one-time payment from DICKINSON of \$50,000 securing (49) subsidized full family memberships to the West River Community Center extending over a 5-year period under the terms and conditions set forth herein.

NOW, THEREFORE, IT IS HEREBY Stipulated and agreed as follows:

1. Term: (5) Years- This Agreement shall be effective upon execution and shall expire on January 31, 2029.
2. Scope of Membership: (49) transferrable West River Community Center full family memberships (2-Adults + all eligible dependents).

3. Membership Benefit Eligibility: Every current and future sworn police officer employed by the Dickinson Police Department, their spouse and all eligible dependents throughout the terms of this contract.

4. Dickinson Payment to Dickinson Parks: DICKINSON agrees to a one-time payment of \$50,000 ("Cash Payment") to DICKINSON PARKS for (49) fully transferrable family memberships to the West River Community Center expiring January 31, 2029. Cash Payment shall be due on or before February 5, 2024.

5. Amendment: This Agreement may not be amended orally, nor shall any oral amendment (even if accompanied by partial or complete performance in accordance therewith) be of any legal force or effect or constitute an amendment of this Agreement, but rather this Agreement may be amended only by an agreement in writing signed by the Parties.

6. Binding Effect: This Agreement shall be binding on, and shall inure to the benefit of, the Parties hereto and their respective administrators, representatives, successors, and assigns.

**DICKINSON PARKS AND RECREATION**

By: \_\_\_\_\_

Printed Name \_\_\_\_\_

Executive Director  
Dickinson Parks and Recreation

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

**CITY OF DICKINSON**

By: \_\_\_\_\_

Printed Name: Scott Decker  
President  
Board of City Commissioners

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



Drew H. Wrigley  
ATTORNEY GENERAL

STATE OF NORTH DAKOTA  
**OFFICE OF ATTORNEY GENERAL**  
www.attorneygeneral.nd.gov  
(701) 328-2210

January 4, 2024

Chief Joe Cianni  
Dickinson Police Department  
2475 State Ave N  
Dickinson, ND 58601

Dear Chief Cianni,

Your agency has been awarded \$49,999.80 in Law Enforcement Resiliency grant funds for the calendar year 2024 to be used towards your agency's approved project.

**To accept this award, please review, complete, sign, and return the enclosed documents (listed below) to the Office of Attorney General by Friday, January 26, 2024:**

1. Grant Award and Acceptance
2. Budget Detail
3. Non-Supplanting Certification
4. Contact Information Document
5. Certified Conditions
6. A copy of your agencies most recent audit

*\*Be sure to retain a copy of the above documents for your grant file.*

Please carefully review all the award documents. Reimbursements will only be paid via electronic funds transfer. Funds will not be reimbursed until these forms have been completed, signed, and returned to the Office of Attorney General at:

ND Office of Attorney General  
Grants Management Division  
Attention: Tayler Ann Faul  
600 E. Boulevard Ave, Dept. 125  
Bismarck, ND 58505-0040

You may also choose to email the signed forms to: [tfaul@nd.gov](mailto:tfaul@nd.gov)

Please take note of the following information contained in the award documents:

- Your project period is January 1, 2024 - December 31, 2024.
- The total amount of the funds awarded have been inserted on the Grant Award and Acceptance Form.

- Projects are required to commence within 60 days of the scheduled beginning date.
- The Budget Summary has been completed, and any expenditure not in compliance with this Budget Summary will be considered unallowable and will not be reimbursed without prior approval.
- Please be sure to review the Special Condition/Funding Restriction Section to determine if special conditions and/or funding restrictions are attached to the grant award.
- The certified conditions in this document need to be reviewed and followed to stay in compliance with state regulations. The project director, authorized official, and fiscal officer must sign this certification indicating that they have read, understood, and agreed to abide by all the conditions pertaining to the administration of this grant award.
- There is no match requirement for this grant.

Reimbursements will be issued following the submission and approval of subrecipient's Summary Financial Reports (SFR).

We look forward to working with you on this project. If you have any questions or require additional information, please call me at (701) 328-5535.

Sincerely,

A handwritten signature in blue ink that reads "TaylerAnn Faul". The signature is written in a cursive, flowing style.

TaylerAnn Faul  
Grants/Contracts Officer

TF/gb

cc: Fiscal Officer

Enclosures: Grant Award and Acceptance  
Budget Detail  
Non-Supplanting Certification  
Contact Information Document  
Certified Conditions

**GRANT AWARD AND ACCEPTANCE – Law Enforcement Resiliency Grant**  
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

Subgrantee City of Dickinson	Grant Number RS25005
Implementing Agency Dickinson Police Department	Make Check Payable To
Authorized Official Scott Decker	Title Mayor
Project Director Joe Cianni	Title Chief of Police
Fiscal Officer Matthew Hanson	Title Deputy Chief
Project Period 1/1/2024 – 12/31/2024	

**BUDGET SUMMARY**

ITEM	BUDGET	SOURCE OF FUNDS	PERCENTAGE
Personnel Salary			
Personnel Fringe			
Supplies		Total	\$49,999.80 100%
Rent		<b>SPECIAL CONDITIONS</b>	
Communications			
Consultants/Contracts	\$49,999.80		
Equipment Rent/Lease			
Other Costs			
Travel/Training		<b>FUNDING DETAIL</b> A detailed list of funded items is attached. Requests for reimbursement will be approved based on this list.	
Total	\$49,999.80		

The terms and conditions of this grant are outlined above and on the attached pages.

Date Awarded December 29, 2023	Signature of Attorney General or Designee <i>Sarah Couture</i>	Printed Name and Title Sarah Couture, Grants Supervisor
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**ACCEPTANCE**

The subgrantee and implementing agencies accept this grant and promise to comply with all conditions and terms that apply to it. The project director and fiscal officer agree to submit timely financial and progress reports as set forth.

Date Accepted	Signature of Authorized Official	Print Name and Title <i>SCOTT DECKER - MAYOR</i>
Date Accepted <i>01/05/2024</i>	Signature of Project Director <i>Joe Cianni</i>	Print Name and Title <i>JOE CIANNI - CHIEF</i>
Date Accepted <i>01/05/2024</i>	Signature of Fiscal Officer <i>Matthew Hanson</i>	Print Name and Title <i>MATT HANSON - DEP. CHIEF</i>



**BUDGET DETAIL**  
 Law Enforcement Resiliency Grant  
 Office of Attorney General

Grant # RS25005

Recipient: City of Dickinson  
 Implementing Agency: Dickinson PD  
 Contact Name (P.D.): Joe Cianni  
 Email (P.D.): joe.cianni@dickinsongov.com  
 Phone Number (P.D.): 701-456-7765

**2024 Request Detail**

Approved	Denied	<b>2024 Approved Budget</b>
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Personnel/OT & Fringe  
 Total Personnel/OT & Fringe Requested \$ -

Personnel/OT & Fringe  
 Total Personnel/OT & Fringe Awarded \$ -

Operating				
Item	Qty	Unit	\$/Unit	Total
<b>Consultants/Contracts</b>				
WRCC Family	60	months	833.33	\$ 49,999.80
<b>Total Consultants/Contracts</b>				<b>\$ 49,999.80</b>

Operating				
Item	Qty	Unit	\$/Unit	Total
<b>Consultants/Contracts</b>				
WRCC Family	60.00	months	833.33	\$ 49,999.80
<b>Total Consultants/Contracts</b>				<b>\$ 49,999.80</b>

Total Operating Requested \$ 49,999.80

Total Operating Awarded \$ 49,999.80

**Total Request \$ 49,999.80**

**Total Award \$ 49,999.80**

Signature		Date	
Authorized Official			
Signature		Date	01/05/2024
Project Director			
Signature		Date	01/05/2024
Fiscal Officer			





**NON-SUPLANTING CERTIFICATION**  
**Law Enforcement Resiliency Grant**  
OFFICE OF ATTORNEY GENERAL

## Non-Supplanting Certification

We certify that:

- Grant funds received do not supplant existing funds from program activities (personnel, operating or equipment) and do not replace those funds which have been appropriated for the same purpose.
- Use of these grant funds will not supplant our General Fund Budget.
- If a position is fully funded by grant funds, each FTE is exclusively dedicated to the grant activities and a position description is on file.
- If a position is partially funded, it is dedicated to that extent to grant activities.
- The grant position(s), if fully funded, would be terminated if the funding were not available.
- The position(s), if partially funded by the grant, would have hours reduced accordingly, if funding were not available.

Certified By:

Signature of Authorized Official	Print Name and Title <i>SCOTT DECKER - MAYOR</i>	Date Accepted
Signature of Project Director <i>J.R.S.</i>	Print Name and Title <i>JOE CIANNI - CHIEF</i>	Date Accepted <i>01/05/2024</i>
Signature of Fiscal Officer <i>[Signature]</i>	Print Name and Title <i>MATT HANSON - DEP. CHIEF</i>	Date Accepted <i>01/05/2024</i>



**CONTACT INFORMATION**  
**Law Enforcement Resiliency Grant**  
 OFFICE OF ATTORNEY GENERAL

**CONTACT INFORMATION**

**PLEASE COMPLETE AND RETURN WITH AWARD DOCUMENTS**

**Subgrantee:** Receives/passes through funding. Reimbursements will be mail to this location. Must be a city or county.

Subgrantee Name (City/County)	Telephone	Email	Fax
City of Dickinson	701.456.7787	samantha.buzalsky@dickinsongov.com	701.456.7723

Subgrantee Mailing Address	City, State, Zip
38 1st St. West	Dickinson, ND 58601

Contact Name	Telephone	Email
Samantha Buzalsky	701.456.7787	samantha.buzalsky@dickinsongov.com

**Implementing Agency & Project Director:** Manages day-to-day activities of the project/grant

Implementing Agency
Dickinson Police Department

Mailing Address	City, State, Zip
2475 State Ave North	Dickinson, ND 58601

Project Director & Title	Telephone	Email
Joe Cianni- Chief of Police	701.456.7765	joe.cianni@dickinsongov.com

**Fiscal Officer:** Responsible for grant budgets, submits requests for reimbursement (SFR's). ( May be the same as the project director)

Fiscal Officer	Title & Agency	Telephone	Email
Matthew Hanson- Deputy Chief	Dickinson Police Department	701.456.7854	matthew.hanson@dickinsongov.com

Person completing SFR (if not Fiscal Officer)	Title & Agency	Telephone	Email
Same			

Mailing Address	City, State, Zip
2475 State Ave North	Dickinson, ND 58601



**CERTIFIED CONDITIONS  
LAW ENFORCEMENT RESILIENCY GRANT  
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL (NDOAG)**

## **I. INTRODUCTION**

### **Subgrantee**

Subgrantees are state agencies, units of local government (such as a city or county), other general-purpose political subdivisions of a state, or Indian Tribes.

### **Implementing Agency**

The implementing agency has direct responsibility for carrying out the activities of the grant.

### **Authorized Official**

The authorized official must have the legal authority to commit the subgrantee to a contract or other agreement. Examples are the mayor, city auditor, county auditor, or director of a state agency. Overall responsibility for the administration of the project rests with this individual.

### **Project Director**

The project director has direct responsibility for implementation of the project activities. This person will prepare and submit all progress reports as required by the North Dakota Office of Attorney General (NDOAG).

### **Fiscal Officer**

The fiscal officer prepares and submits all financial reports as required by the NDOAG and has responsibility for the financial administration of the project.

## **II. PROJECT COMMENCEMENT**

### **Project spending/committing of funds**

This grant period is 12 months – January 1, 2024, to December 31, 2024.

Final reimbursement requests must be submitted to the NDOAG by **February 28, 2025**.

### **Failure to Commence Project**

If a project will not commence operation within 60 days of the beginning project date, the project director will report, in writing, the steps taken to initiate the project, the reasons for the delay, and the expected starting date. Failure to submit this report when required may result in cancellation of the grant.

### **III. COOPERATION**

Subgrantee and implementing agency agree to work with local, state, and federal criminal justice agencies in the performance of the project.

### **IV. THIRD-PARTY PARTICIPATION**

No contract or agreement may be entered into by the subgrantee and implementing agency for execution of project activities or provision of services for a grant project, unless the contract or agreement was part of the original grant award or is approved in advance by the NDOAG (exception: purchase of supplies, or standard commercial or maintenance services). Any contract or agreement entered into shall provide that the subgrantee and implementing agency retain ultimate control and responsibility for the grant project and that the contractor shall be bound by these conditions and any other requirements applicable to the subgrantee and implementing agency in the conduct of the project.

### **V. WRITTEN APPROVAL REQUIRED FOR CHANGES**

Subgrantee and implementing agency must obtain prior written authorization from the NDOAG for major project changes including:

- A. Changes of substance in project activities, designs, or research plans as set forth in the approved application
- B. Changes in the project director or key professional personnel identified in the approved application
- C. Changes in the approved project budget as specified under financial conditions
- D. Grant extensions – no extensions will be allowed
- E. Any training programs being hosted by the subgrantee

### **VI. PROGRESS REPORTS**

#### **Purpose**

Subgrantees must submit Progress Reports to the NDOAG. Progress Reports have the following purposes:

- A. To determine if the subgrantee operated the project as agreed;
- B. To determine the outcome of the project;
- C. To develop data for planning
- D. To help other agencies which might undertake a similar project; and
- E. To present information to the legislature.

## **Progress Report Requirements**

- A. Data and narrative showing the progress on meeting the project's goals and objectives;
- B. Project activities linked to the specific objectives of the project period; and
- C. Problems encountered.

## **Due Dates**

Subgrantees must submit quarterly Progress Reports. Reports are to be based on that period's activities. There will be a total of four reports due during the grant period. Progress Reports are due at the end of the month following the reporting period as follows:

<u>Quarter End Date</u>	<u>Report Due</u>
March 31	April 30, 2024
June 30	July 31, 2024
September 30	October 31, 2024
December 31	January 31, 2025

## **Failure to Submit the Progress Report**

The NDOAG will not reimburse expenditures if any Progress Report is outstanding. Failure to submit the Progress Reports will result in the suspension of processing new or continuation projects. Reimbursement requests will not be processed until the Progress Report is received.

## **VII. FINANCIAL MANAGEMENT**

### **Supplanting**

Grant funds received cannot be used to supplant existing funds from program activities (personnel, operating and/or equipment) and do not replace those funds which have been appropriated for the same purpose.

### **Accounting Requirements and Procedures**

Subgrantee and implementing agency agree to establish financial accounting procedures to assure proper disbursement and accounting for all grant funds and required non-federal matching funds. All conditions, which apply to grant funds, apply to match funds. These procedures should include timely recording and documentation of receipts and expenditures. At a minimum, your accounting system must:

- A. Separately account for the receipt of grant funds and matching funds under each grant awarded; and
- B. Separately account for expenditures under each subgrant, even though it may be a project that is receiving continuation funding. Total costs and receipts must be identifiable under each grant award.

### **Cash Match (if applicable)**

The applicant assures that matching funds are non-federal dollars. All subgrantees must

maintain records, which clearly show the source, the amount, and the timing of all matching contributions.

### **Pre-Agreement Costs**

The NDOAG reimburses only for goods or services purchased during the grant period. Expenditures or costs incurred prior to the "beginning date" listed on the Grant Award and Acceptance will not be allowed without prior approval.

### **Budget Deviation**

All expenditures of the project must be in accordance with the detailed Budget Summary of the Grant Award and Acceptance. The NDOAG will not reimburse expenses, which are not in the approved budget. Requests to purchase items that are not in accordance with the detailed Budget Summary must be made in writing, **prior to the purchase**, to the NDOAG and will be considered on a case-by-case basis.

### **Unexpended Funds**

Funds not expended for the specific purposes or conditions of the grant during the grant period will be considered turnback funds, and will not be reimbursable to the subgrantee.

### **Reimbursement**

The NDOAG reimburses a portion of actual expenses (based on your award) on a monthly or quarterly basis. Reimbursements must be done either monthly or quarterly and followed through the same schedule the entire grant period. Tracking will be done to note late reimbursements. The Summary Financial Report and Expenditure Report must be used to report all grant expenditures. These forms, along with supporting documentation, should be submitted to the North Dakota Office of Attorney General (NDOAG) within 30 days following the end of the reporting period. All reimbursements are subject to additional questions from the grant staff and can be denied if enough documentation is not available.

#### ***Personnel and Overtime Expenditures:***

Documentation required: Hourly rates, check stubs or payroll ledgers, itemization of withholding amounts and benefits paid, and supporting calculations of wages paid (timesheets shall be reviewed during audits).

#### ***Travel Related Costs:*** (meals, lodging, transportation, mileage, etc.)

Documentation required: Sufficient detail including destination, purpose of travel, dates, and supervisor approval. Travel expenses will be reimbursed at the local or state rates, when available. For out of state travel, GSA rates will prevail.

To receive reimbursement for meals you must document departure and arrival times and you must travel a minimum of four (4) hours, which cover the following time frames:

Breakfast – leave on or before 7:00 am

Lunch – 11:00 am – 1:00 pm

Dinner – 5:00 pm – 7:00 pm

### **Contracts, Leases, and Agreements:**

Documentation required: Consultant and contractual services, leases, and agreements must be supported by bids and/or sole source documentation, copies of written contracts stating the services to be provided, rate of compensation, and length of time over which the services will be provided. Payments must be supported by invoices providing details on the services provided and when these services were provided.

### **Supplies, Equipment, All Other Costs:**

Documentation required: Itemized invoices, bids and/or sole source documentation if required per state procurement guidelines

### **Audit Requirements**

Subgrantees must provide a copy of audit reports to the NDOAG annually.

## **VIII. INSPECTION OF RECORDS**

### **Retention of Records**

Subgrantees must retain project files and financial records for three years following the completion of the grant project or date of last audit performed by our office, whichever is later.

### **Records Inspection**

Subgrantee and implementing agency give the North Dakota Office of Attorney General or its representative's permission to audit and inspect any records, objects, or premises pertaining to this grant and to evaluate and monitor the project at any reasonable time.

### **Monitoring**

Program monitoring involves the ongoing collection of information to determine if programs are operating according to plan. Monitoring also provides ongoing information on program implementation and functioning. It is our policy that the Office of Attorney General or its representatives will monitor your program on an annual basis via telephone, desk review, or on-site visit.

## **IX. PROCUREMENT**

### **Guidelines**

Subgrantees should follow their agencies rules and guidelines for procurement when acquiring needed commodities and/or services. It is recommended that documentation supporting the required procurement process be kept in the subgrantee's grant file.

If allowed, subgrantees may want to consider purchasing commodities and/or services available via ND State Bid Contracts. State contracted items can be reviewed on the State Procurement Website at: <https://apps.nd.gov/csd/spo/services/bidder/listCurrentContracts.do> .

## **X. EQUIPMENT**

### **Ownership of Equipment**

Subgrantees and implementing agencies shall exercise due care in the maintenance, protection, and preservation of such property during the period of project use. Equipment acquired under a grant shall be managed in accordance with your respective laws and procedures. Title to equipment acquired under a grant will vest in the subgrantee and implementing agency.

### **Disposition**

When equipment is no longer needed for criminal justice purposes, the subgrantee must contact the NDOAG for disposition instructions.

## **XI. APPLICABLE LAWS AND REGULATIONS**

The subgrantee and implementing agency shall abide by all state laws and regulations as may be applicable to the project and as stipulated in the conditions issued by the Office of Attorney General.





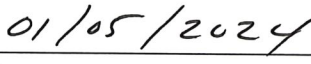
**CERTIFIED CONDITIONS**  
**LAW ENFORCEMENT RESILIENCY GRANT**  
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL (NDOAG)

I certify that the project proposed in this application meets all the requirements of the Human Trafficking Grant Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with all state laws, regulations, and guidelines. The undersigned has reviewed the above-certified conditions and agree that the applicable conditions above will be followed.

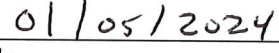
\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Project Director

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Fiscal Officer

  
\_\_\_\_\_  
Date

Please make a copy for your records and return the original with the other required award and acceptance documents to ND Office of Attorney General.

