

PUBLIC SAFETY COMMITTEE

11-0516R

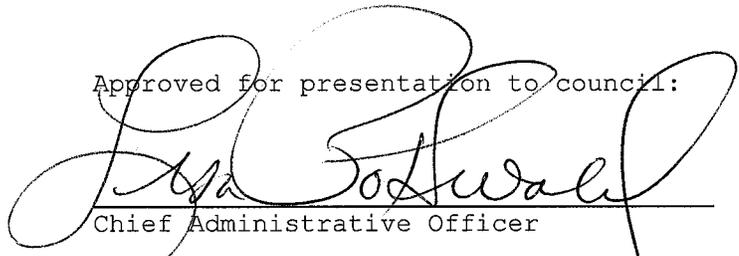
RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO ACCEPT A GRANT FROM THE DEPARTMENT OF JUSTICE OFFICE OF VIOLENCE AGAINST WOMEN IN THE AMOUNT OF \$196,500 AS PART OF THE BLUEPRINT FOR SAFETY ADAPTATION DEMONSTRATION PROJECT AND TO EXECUTE AGREEMENTS WITH PARTICIPATING AGENCIES.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to accept a grant in the amount of \$196,500 from the U.S. department of justice office of violence against women to be used for the Blueprint for Safety adaptation demonstration project, and to execute the grant agreement, substantially the same as that on file in the office of the city clerk as Public Document No. \_\_\_\_\_, funds to be deposited in Fund 210-030-3180-4209-02 (special projects fund, finance department, Blueprint for Safety grant, direct federal grants - operating).

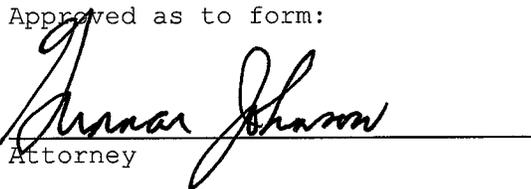
FURTHER RESOLVED, that the proper city officials are authorized to enter into agreements, substantially the same as those on file in the office of the city clerk as Public Document No.'s \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, with the Domestic Abuse Intervention Project, Program for Aid to Victims of Sexual Assault, Safe Haven Shelter for Battered Women and the Dabinoo'igan Shelter for services to be conducted in accordance with the terms of and conditions of the grant application and grant agreement, funds to be paid from Fund 210-030-3180-5319 (Special Projects Fund, Finance Department, Blueprint for Safety Grant, Other Professional Services).

Approved for presentation to council:



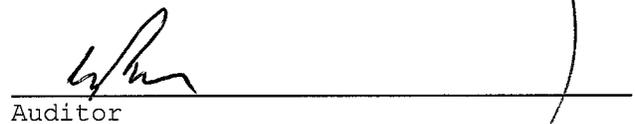
Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

ATTY GBJ;cjk 9/28/2011

STATEMENT OF PURPOSE: This resolution accepts a grant from the Office of Violence Against Women in the amount of \$196,500 for implementation of the Blueprint for Safety Adaptation Project. The Blueprint for Safety is described as a prototype that can be used by any community hoping to link its criminal justice agencies together in a coherent, philosophically sound domestic violence intervention model. The city of Duluth is acting as the lead agency for launching this domestic violence prevention initiative within the community. The city has been chosen as one of only three cities nationally to launch this project. The grant is for a two year period and provides funding for expenses related to the coordination and implementation of the project. This resolution further authorizes agreements for services with the Domestic Abuse Intervention Project, Program for Aid to Victims of Sexual Assault, Safe Haven Shelter for Battered Women and the Dabinoo'igan Shelter. There is no required city match to grant.



Department of Justice  
Office on Violence Against Women

September 6, 2011

Washington, D.C. 20531

The Honorable Don Ness  
City of Duluth  
411 West 1st Street  
Duluth, MN 55802-0000

Dear Mayor Ness:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office on Violence Against Women has approved your application for funding under the OVW Fiscal Year 2011 Grants to Encourage Arrest Policies and Enforcement of Protection Orders Blueprint for Safety Demonstration Project in the amount of \$196,500 for City of Duluth. This award provides the opportunity for recipients to develop and strengthen effective responses to violence against women. The City of Duluth's Blueprint Demonstration Project will establish a criminal justice system response that adheres to the six foundational principles of the Blueprint for Safety protocol model.

Enclosed you will find the award package. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact Darla Sims at (202) 514-8818. For financial grants management questions, contact the OVW Grants Financial Management Division at (202) 514-8556, or by e-mail at [ovw.gfmd@usdoj.gov](mailto:ovw.gfmd@usdoj.gov). For payment questions, contact the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or by email at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Susan B. Carbon".

Susan B. Carbon  
Director

Enclosures



**Department of Justice**  
Office of Justice Programs  
Office for Civil Rights

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*Washington, D.C. 20531*

September 6, 2011

The Honorable Don Ness  
City of Duluth  
411 West 1st Street  
Duluth, MN 55802-0000

Dear Mayor Ness:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

**Ensuring Access to Federally Assisted Programs**

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

**Providing Services to Limited English Proficiency (LEP) Individuals**

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

**Ensuring Equal Treatment for Faith-Based Organizations**

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

## Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

## Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

### 1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOP, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

### 2) Submitting Findings of Discrimination

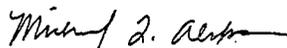
In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

## Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston  
Director

cc: Grant Manager  
Financial Analyst



**Department of Justice**  
Office on Violence Against Women  
Grants Financial Management Division

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Washington, D.C. 20531

September 6, 2011

The Honorable Don Ness  
City of Duluth  
411 West 1st Street  
Duluth, MN 55802 - 0000

Reference Grant Number: 2011-WE-AX-K003

Dear Mayor Ness:

I am pleased to inform you that my office has approved the following budget categories for the aforementioned grant award in the cost categories identified below:

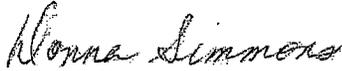
Category	Budget
Personnel	\$0
Fringe Benefits	\$0
Travel	\$6,000
Equipment	\$0
Supplies	\$0
Construction	\$0
Contractual	\$170,500
Other	\$20,000
Total Direct Cost	\$196,500
Indirect Cost	\$0
Total Project Cost	\$196,500
Federal Funds Approved:	\$196,500
Non-Federal Share:	\$0
Program Income:	\$0

If you have questions regarding this award, please contact:

- Program Questions, Darla Sims, Program Manager at (202) 514-8818
- Financial Grants Management Questions, the OVW Grants Financial Management Division at (202) 514-8556, or by e-mail at [ovw.gfmd@usdoj.gov](mailto:ovw.gfmd@usdoj.gov)
- Payment Questions, the Office of Chief Financial Officer, Customer Service Center(CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,



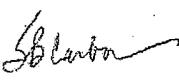
Donna Simmons  
Associate Director, Grants Financial Management Division



Department of Justice  
Office on Violence Against Women

**Cooperative Agreement**

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Duluth 411 West 1st Street Duluth, MN 55802-0000		4. AWARD NUMBER: 2011-WE-AX-K003	
		5. PROJECT PERIOD: FROM 07/01/2011 TO 06/30/2013 BUDGET PERIOD: FROM 07/01/2011 TO 06/30/2013	
		6. AWARD DATE 09/06/2011	7. ACTION Initial
1A. GRANTEE IRS/VENDOR NO. 416005106	8. SUPPLEMENT NUMBER 00		
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE Blueprint for Safety Demonstration Project		10. AMOUNT OF THIS AWARD \$ 196,500	
		11. TOTAL AWARD \$ 196,500	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under 42 U.S.C. 3796hh - 3796hh-4 (OVW - Arrest)			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Susan B. Carbon Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Don Ness Mayor	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X A W4 29 00 00 196500		21. W411D00103	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice  
Office on Violence Against Women

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

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PROJECT NUMBER 2011-WE-AX-K003

AWARD DATE 09/06/2011

*SPECIAL CONDITIONS*

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women (OVW) Financial Grants Management Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of DOJ grant funds) are not satisfactory and promptly addressed as further described in the current edition of the OVW Financial Grants Management Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of OVW, in order to avoid violation of 18 USC § 1913. The recipient may, however, use federal funds to collaborate with and provide information to Federal, State, local, tribal and territorial public officials and agencies to develop and implement policies to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 42 USC 13925(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
950 Pennsylvania Avenue, N.W.  
Room 4706  
Washington, DC 20530

e-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig).

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OVW.



Department of Justice  
Office on Violence Against Women

**AWARD CONTINUATION  
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**Cooperative Agreement**

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PROJECT NUMBER 2011-WE-AX-K003

AWARD DATE 09/06/2011

*SPECIAL CONDITIONS*

7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.
8. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office on Violence Against Women web site at: <http://www.ovw.usdoj.gov/docs/ffata-award-term.pdf> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office on Violence Against Women web site at <http://www.ovw.usdoj.gov/docs/ccr-award-term.pdf> (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
10. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
11. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
12. Grantees may not use grant funds to support a website and/or listserv.
13. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office on Violence Against Women prior to obligation or expenditure of such funds.
14. All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: "This project was supported by Grant No. \_\_\_\_\_ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women.
15. The grantee agrees to submit semiannual progress reports that describe project activities during the reporting period. Progress reports must be submitted within 30 days after the end of the reporting periods, which are January 1-June 30 and July 1 - December 31 for the duration of the award. Future awards may be withheld if progress reports are delinquent. Grantees are required to submit this information online, through the Grants Management System (GMS), on the semi-annual progress report for the relevant OVW grant programs.



Department of Justice  
Office on Violence Against Women

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PROJECT NUMBER 2011-WE-AX-K003

AWARD DATE 09/06/2011

*SPECIAL CONDITIONS*

16. Under the Government Performance and Results Act (GPRA) and VAWA 2000, grantees are required to collect and maintain data that measure the effectiveness of their grant-funded activities. Accordingly, the grantee agrees to submit semi-annual electronic progress reports on program activities and program effectiveness measures. Information that grantees must collect under GPRA and VAWA 2000 includes, but is not limited to: 1) number of persons served; 2) number of persons seeking services who could not be served; 3) number and percentage of arrests relative to the number of police responses to domestic violence incidents; 4) number of protection orders issued; and 5) number of victim advocates supported by grant funding.
17. Pursuant to 28 CFR §66.34, the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes:
  - (a) any work that is subject to copyright and was developed under this award, subaward, contract or subcontract pursuant to this award; and
  - (b) any work that is subject to copyright for which ownership was purchased by a recipient, subrecipient or a contractor with support under this award.

In addition, the recipient (or subrecipient, contractor or subcontractor) must obtain advance written approval from the Office on Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.
18. A final report, which provides a summary of progress toward achieving the goals and objectives of the award, significant results, and any products developed under the award, is due 90 days after the end of the award. The Final Progress Report should be submitted to the Office on Violence Against Women through the Grants Management System with the Report Type indicated as "Final".
19. The grantee agrees to attend and participate in OVW-sponsored technical assistance. Technical assistance includes, but is not limited to, national and regional conferences, audio conferences, peer-to-peer consultations, and workshops conducted by OVW-designated technical assistance providers. All grantees must attend and participate in a minimum of three (3) OVW-sponsored trainings per year. All training will be coordinated by the OVW-sponsored technical assistance provider.



Department of Justice  
Office on Violence Against Women

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**Cooperative Agreement**

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PROJECT NUMBER 2011-WE-AX-K003

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*SPECIAL CONDITIONS*

20. Pursuant to 42 USC 3796hh(d), the grantee understands that 5% of this award is being withheld and that it may not obligate, expend or drawdown that 5% unless, by the period ending on the date on which the next session of the State legislature ends, the State or unit of local government, --

(1) certifies that it has a law or regulation that requires -

(A) the State or unit of local government at the request of a victim to administer to a defendant, against whom an information or indictment is presented for a crime in which by force or threat of force the perpetrator compels the victim to engage in sexual activity, testing for the immunodeficiency virus (HIV) not later than 48 hours after the date on which the information or indictment is presented;

(B) as soon as practicable notification to the victim, or parent and guardian of the victim, and defendant of the testing results; and

(C) follow-up tests for HIV as may be medically appropriate, and that as soon as practicable after each such test the results be made available in accordance with subparagraph (B).

The "next session of the State legislature" means the next session after the date on which the application for this award was submitted.

If the grantee submits a certification, a Grant Adjustment Notice (GAN) will be issued, and the funds will become available for drawdown. If, by the date on which the next session of the State legislature ends, the grantee is not in compliance with this provision, the withheld funds will be deobligated from the amount of funds awarded for this award period.

If the grantee is an Indian Tribe, it should contact OVW to determine whether it falls within the definition of -unit of local government- as defined by 42 USC § 3791. If it does not, a GAN will be issued and the condition will be removed.

21. The grantee agrees to submit for OVW review and approval any anticipated addition of, removal of, or change in collaborating partner agencies or individuals who are signatories of the Memorandum of Understanding, and if applicable, the Internal Memorandum of Agreement.
22. The recipient agrees that it will submit quarterly financial status reports to OVW on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at [www.whitehouse.gov/omb/grants/standard\\_forms/ff\\_report.pdf](http://www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf)), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
23. The Director of OVW, upon a finding that there has been substantial failure by the grantee to comply with applicable laws, regulations, and/or the terms and conditions of the grant or cooperative agreement, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the grant or cooperative agreement, in accordance with the provisions of 28 CFR Part 18, as applicable mutatis mutandis.
24. The grantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, and OVW's implementing regulations at 28 CFR Part 90.
25. The grantee may not obligate, expend, or draw down Implementation/ Data Integration funds in the amount of \$20,000 until a technology plan has been submitted to OVW for review and approval and a Grant Adjustment Notice has been issued removing this condition.



Department of Justice  
Office on Violence Against Women

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PROJECT NUMBER 2011-WE-AX-K003

AWARD DATE 09/06/2011

*SPECIAL CONDITIONS*

26. The Office on Violence Against Women (OVW) has elected to enter into a Cooperative Agreement with the City of Duluth, MN to implement the Blueprint for Safety Adaptation Demonstration Project in their community. The City of Duluth was selected as one of three sites to create a customized version of the Blueprint for Safety: A Criminal Justice System Interagency Response to Domestic Violence Crimes.

STATEMENT OF FEDERAL INVOLVEMENT

The Office on Violence Against Women will:

1. Provide the services of a Federal Program Manager as a single point of contact for administration of this cooperative agreement.
2. Review and approve content and format of materials such as handouts, curriculums, reports, and protocols produced in conjunction with this project.
3. Review and approve topics and content for local trainings events and meetings.
4. Work as a member of a Technical Assistance (TA) Consultant Team to guide review, development and implementation processes for this project.
5. Provide guidance on policies and procedures that may produce disparate outcomes.
6. Provide final approval for the hiring of the local Coordinator position.
7. Monitor program development and implementation, and provide project oversight to include:
  - a) active participation in project-related planning meetings, trainings and video conference sessions;
  - b) review and approval for content and format of all written and web-based materials during the development, editorial and final stages, produced in relation to this project;
  - c) assistance with the identification of individuals to serve as consultants, committee members or working group members, as well as approve final selections;
  - d) approval of locations and dates for all project-related activities; and
  - e) actively monitoring the project progress, including but not limited to ongoing contact with the recipient, providing input, re-direction, training opportunities and technical assistance as needed.



Department of Justice  
Office on Violence Against Women

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 7 OF 8

PROJECT NUMBER 2011-WE-AX-K003

AWARD DATE 09/06/2011

*SPECIAL CONDITIONS*

27. TERMS OF COOPERATIVE AGREEMENT

STATEMENT OF RECIPIENT RESPONSIBILITIES

The City of Duluth will:

1. Utilize OVW training and technical assistance (TA) to implement the Blueprint for Safety project in an effort to improve its criminal justice system's coordination and response to domestic violence;
2. Establish an interagency working group, with guidance from OVW and designated OVW TA providers to; 1) plan, assess and review the current status of the criminal justice system's response to domestic violence; 2) evaluate and revise identified policies, practices and procedures, to include assessing for unintended consequences; and 3) recommend needed revisions to the appropriate agency.
3. Develop a plan for technology upgrades to enhance the project's implementation and compliance.
4. Establish an implementation committee, with guidance from OVW and designated OVW TA providers, to facilitate and monitor compliance for the implementation of the newly developed unified protocol, the Duluth Blueprint for Safety.
5. Develop a Memorandum of Agreement with all key project partners that that established and supports the Interagency Working Group and the Implementation Committee.
6. Participate in scheduled on-site and off-site TA training events, bi-weekly video conference sessions, and meetings.
7. Actively participate, in coordination with the TA consultant team, in all assessment and evaluation processes working towards the development of an agreed upon, unified protocol.
8. Work in coordination with the TA Consultant Team to develop a written, agreed upon unified protocol (Duluth Blueprint for Safety) that establishes the criminal justice system's response to domestic violence cases.
9. Actively participate, in coordination with the TA consultant team, for the implementation of the City of Duluth Blueprint for Safety and work diligently for the compliance of policies and procedures established by this document.
10. Hire one fully qualified Program Coordinator who will work no less than 35 hours per week. The Program Coordinator will work closely with OVW, the TA Consultant Team and designated OVW TA providers to implement the Blueprint for Safety project at the local level.
11. Work in coordination with the local non-profit victim service provider and provide meaningful participation opportunities throughout all phases of this project.
12. Compile documentation of all site visits, meetings, trainings, webinars, telephonic or video conference sessions, and other relevant events, which at a minimum will include:
  - a) name and organization of all participants;
  - b) date of the event;
  - b) state the purpose, summarize the discussion, and any decisions made; and
  - c) details for next steps or tasks.
13. Work cooperatively with OVW in the development and implementation of this project, including providing a meaningful opportunity for OVW staff to:
  - a) participate in project-related planning meetings, conference calls, and video conference sessions;



Department of Justice  
Office on Violence Against Women

**AWARD CONTINUATION  
SHEET**  
**Cooperative Agreement**

PAGE 8 OF 8

PROJECT NUMBER 2011-WE-AX-K003

AWARD DATE 09/06/2011

*SPECIAL CONDITIONS*

- b) review and approve or disapprove all written and web-based materials produced in relation to this project;
- c) approve the content and format of all written materials during the development, editorial and final stages;
- d) assist in the identification of individuals to serve as committee members, consultants, or speakers, and approve final selections; and
- e) approve sites and dates for all project-related activities.



**Department of Justice**

*Office on Violence Against Women*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Marnie R. Shiels, Attorney Advisor

**Subject:** Categorical Exclusion for City of Duluth

The Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program (Arrest) implements certain provisions of the Violence Against Women Act, which was enacted in September 1994 as Title IV of the Violent Crime Control and Law Enforcement Act of 1994, the Violence Against Women Act of 2000 and reauthorized in the Violence Against Women Act in 2005. The program enhances victim safety and offender accountability in cases of domestic violence, sexual assault, dating violence and stalking by encouraging jurisdictions to implement mandatory and pro-arrest policies as an effective domestic violence intervention that is part of a coordinated community response. An integral component of Arrest Program initiatives is the creation and enhancement of collaborative partnerships between criminal justice agencies, victim services providers, and community organizations which respond to domestic violence, sexual assault, dating violence and stalking.

None of the following activities will be conducted under the OVW federal action:

1. New construction.
2. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain.
3. A renovation which will change the basic prior use of a facility or significantly change its size.
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5. Implementation of a program involving the use of chemicals. Consequently, the subject federal action meets the criteria for a categorical exclusion as contained in paragraph 4.(b) of Appendix D to Part 61 of the Code of Federal Regulations (adopted by OVW at 28 CFR § 0.122(b)).



Department of Justice  
Office on Violence Against Women

**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**

**Cooperative Agreement**

PROJECT NUMBER  
2011-WE-AX-K003

PAGE 1 OF 1

This project is supported under 42 U.S.C. 3796hh - 3796hh-4 (OVW - Arrest)

1. STAFF CONTACT (Name & telephone number)

Darla Sims  
(202) 514-8818

2. PROJECT DIRECTOR (Name, address & telephone number)

Mary Asmus  
Chief Prosecutor - Duluth City Attorney's Office  
411 West 1st Street, Rm 410  
City Hall  
Duluth, MN 55802-1100  
(218) 730-5490

3a. TITLE OF THE PROGRAM

OVW Fiscal Year 2011 Grants to Encourage Arrest Policies and Enforcement of Protection Orders Blueprint for Safety Demonstration Project

3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)

4. TITLE OF PROJECT

Blueprint for Safety Demonstration Project

5. NAME & ADDRESS OF GRANTEE

City of Duluth  
411 West 1st Street  
Duluth, MN 55802-0000

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 07/01/2011 TO: 06/30/2013

8. BUDGET PERIOD

FROM: 07/01/2011 TO: 06/30/2013

9. AMOUNT OF AWARD

\$ 196,500

10. DATE OF AWARD

09/06/2011

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Office on Violence Against Women (OVW) has entered into a cooperative agreement with the City of Duluth to implement the Blueprint for Safety Adaptation Demonstration Project. The City of Duluth, Minnesota as a selected demonstration site, will create a customized version of the Blueprint for Safety: An Interagency Response to Domestic Violence Crimes. The City of Duluth will receive financial support through a 24-month award from OVW to provide support for the planning, implementation, compliance and evaluation phases of this project.

The Blueprint for Safety is a set of plans for interagency case processing within the criminal justice system, anchored in six foundational principles: 1) Adhere to an interagency approach and collective intervention goals; 2) Build attention to the context and severity of the abuse into each intervention; 3) Recognize that most domestic violence is a patterned crime requiring continuing engagement with victims of abuse and offenders; 4) Ensure sure and swift consequences for continued abuse; 5) Use the authority of the criminal justice system to send messages of help and accountability; and 6) Act in ways that reduce unintended consequences and

the disparity of impact on victims and offenders.

Through this cooperative agreement, the City of Duluth will: 1) establish an Interagency Working Group and an Implementation Committee comprised of staff from the criminal justice system, along with consultation from a local non-profit victim service provider; 2) develop a MOU with key agencies, demonstrating their commitment and outlining the roles and responsibilities of the local site; 3) participate in on-site and off-site OVW technical assistance, to include events, bi-weekly video conference sessions, and meetings; 4) review agency policies and procedures based on the six Blueprint for Safety foundational principles and develop a protocol for the criminal justice system's response to domestic violence cases; 5) facilitate a two-day training event for criminal justice system employees on the City of Duluth Blueprint for Safety protocol; and 6) implement and evaluate the compliance and impact of the City of Duluth Blueprint for Safety protocol.

CA/NCF

**BLUEPRINT FOR SAFETY  
ADAPTATION DEMONSTRATION PROJECT**

**AGREEMENT  
DOMESTIC ABUSE INTERVENTION PROGRAMS**

THIS AGREEMENT, is by and between the CITY OF DULUTH, MINNESOTA, hereinafter referred to as "City", and DOMESTIC ABUSE INTERVENTION PROGRAMS, a private non-profit corporation under the laws of the State of Minnesota as operator of the "Domestic Abuse Intervention Project" hereinafter referred to as "Consultant".

WHEREAS, the City has received a grant from the U.S. Department of Justice, Office on Violence Against Women (the "Department") on file with the City Auditor (Award No. 2011-WE-AX-K003) and attached hereto as Exhibit A (the "City Grant"), for implementation of the Blueprint for Safety Adaptation Demonstration Project (the "Project"); and

WHEREAS, the City entered into a Memorandum of Understanding executed by agencies participating in the Project on February 9, 2011, (the "MOU"), which is attached hereto as Exhibit B setting forth the guidelines for the operation of the Project; and

WHEREAS, the City desires to contract with Consultant to perform certain aspects of the Project.

NOW, THEREFORE, in consideration for the mutual benefits contained herein, the parties hereto agree as follows:

1. Consultant agrees to carry out its responsibilities as outlined in the above-referenced City Grant and MOU and specifically shall designate a Blueprint Project coordinator position to work in partnership with the participating agencies. In addition Consultant agrees to carry out City's responsibilities under the terms and conditions of the City Grant as they pertain to the services to be provided by Consultant hereunder to the extent possible and, to the extent that Consultant cannot so perform City's responsibilities under the terms of the City Grant, to assist City to the best of its ability in so fulfilling such responsibilities as they pertain to Consultant's services.
2. City agrees to reimburse Consultant for eligible expenses incurred in carrying out its responsibilities under Paragraph 1 of this Agreement on a monthly basis upon submittal of invoices in a form acceptable to the City's Auditor; provided that such

reimbursement shall not exceed a total amount of \$176,500. Eligible expenses shall mean the salary and fringe benefits of the Blueprint Project Coordinator in the amounts set forth in the Consultant's portion of the City Grant budget attached hereto as Exhibit C and expenses for "Travel" and "Other Costs" in the amounts set forth in the City Grant budget. All payments by the City pursuant to this Agreement shall be made from Fund \_\_\_\_\_.

3. The term of this Agreement shall be deemed to have commenced July 1, 2011 (consistent with the City Grant term) and shall terminate June 30, 2013, unless terminated earlier as provided for herein, and shall cover expenses incurred by Consultant during such period. Notwithstanding the above, in the event the Department extends the term of the City Grant and upon the prior written approval of the City, the term of this Agreement may be extended up to the date of the City Grant extension.
4. Records shall be maintained by Consultant in accordance with requirements prescribed by City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.
5. Consultant shall be responsible for furnishing to City records, data and information as City may require pertaining to matters covered by this Agreement.
6. City or Consultant may, upon 45 days written notice, terminate this Agreement in whole or in part without cause. In the event of termination all property and finished or unfinished documents and other writings prepared by Consultant under this Agreement shall become the property of Consultant and Consultant shall promptly deliver the same to City.
7. It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever. Consultant shall not be considered an employee of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Consultant while so engaged and any and all claims whatsoever on behalf of Consultant arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, its officers, agents, contractors or employees shall in no way be the responsibility of the City. Consultant and its officers and employees shall not be entitled to any

compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay. Furthermore, Consultant agrees to defend, indemnify and save harmless the City and its officers, agents, servants and employees from any liability or judgments of any kind whatsoever arising out of the performance or nonperformance by Consultant and its officers, agents, servants and employees of the work specified in this Agreement. On ten (10) days' written notice from City, Consultant shall appear and defend all lawsuits against City growing out of such injuries or damages.

8. Consultant shall obtain the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota:

A. Liability Insurance

Consultant shall procure and maintain continuously in force Comprehensive General Liability Insurance written on an "occurrence" basis in limits of not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars aggregate per occurrence for personal bodily injury and death, and limits of One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars for Leased Premises damage liability. If person limits are specified, they shall be for not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars per person and be for the same coverages. The City shall be named as an additional insured therein. Insurance shall cover:

1. Public liability.
2. Independent contractors--protective contingent liability.
3. Personal injury.
4. Contractual liability covering the indemnity obligations set forth herein.

B. Workers' Compensation

Workers' Compensation Coverage in statutory amounts with "all states" endorsement. Employees liability insurance shall be carried in limits meeting or exceeding the requirements of the State of Minnesota for such insurance.

C. Requirements for All Insurance {tc "C. Requirements for All Insurance " \ 2 }

All insurance required in this Article X shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota.

D. Certifications

Consultant to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The City does not represent or guarantee that these types or limits of coverage are adequate to protect the Consultant's interests and liabilities. If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City. **The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) – or equivalent, as approved by the Duluth City Attorney's Office.** Lessee shall be permitted to obtain the insurance required under this Lease Agreement on a "blanket" basis, and shall be entitled to satisfy any insurance requirements with a combination of primary liability and umbrella coverage.

9. Consultant agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota, and the City of Duluth and their respective agencies which are applicable to its activities under this Agreement.
10. Consultant agrees to comply with the requirements of the Minnesota Data Practices Act, Minn. Stat. Chap. 13 in the same manner as if it were the City.
11. Notice to City or Consultant provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

City: City of Duluth  
410 City Hall  
411 West First Street  
Duluth, MN 55802

Consultant: Domestic Abuse Intervention Programs  
Attn: Linda Riddle, Executive Director

202 East Superior Street  
Duluth, MN 55802

12. Consultant shall not in any way assign or transfer any of its rights or interests under this Agreement in any way whatsoever.
13. This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
14. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.
15. Any waiver by any party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.
16. This Agreement, including all attachments, constitutes the entire agreement between the City and Consultant and supersedes all prior written or oral agreements and negotiations between the parties relating to the subject matter hereto.

*[Remainder of page left intentionally blank, signature page to follow]*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF DULUTH

DOMESTIC ABUSE INTERVENTION  
PROGRAMS, a private non-profit corporation  
under the laws of the State of Minnesota.

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Its \_\_\_\_\_

Attest \_\_\_\_\_  
City Clerk

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney

**BLUEPRINT FOR SAFETY  
ADAPTATION DEMONSTRATION PROJECT**

**AGREEMENT  
SAFE HAVEN SHELTER FOR BATTERED WOMEN**

THIS AGREEMENT, is by and between the CITY OF DULUTH, MINNESOTA, hereinafter referred to as "City", and SAVE HAVEN SHELTER FOR BATTERED WOMEN, INC., a private non-profit corporation under the laws of the State of Minnesota", hereinafter referred to as "Consultant".

WHEREAS, the City has received a grant from the U.S. Department of Justice, Office on Violence Against Women (the "Department") on file with the City Auditor (Award No. 2011-WE-AX-K003) and attached hereto as Exhibit A (the "City Grant"), for implementation of the Blueprint for Safety Adaptation Demonstration Project (the "Project"); and

WHEREAS, the City entered into a Memorandum of Understanding executed by agencies participating in the Project on February 9, 2011, (the "MOU"), which is attached hereto as Exhibit B setting forth the guidelines for the operation of the Project; and

WHEREAS, the City desires to contract with Consultant to perform certain aspects of the Project.

NOW, THEREFORE, in consideration for the mutual benefits contained herein, the parties hereto agree as follows:

1. Consultant agrees to work with the City and the Blueprint Project Coordinator to provide consulting services and documentation on an as needed basis to implement the Project as set forth in the City Grant and MOU. In addition Consultant agrees to carry out City's responsibilities under the terms and conditions of the City Grant as they pertain to the services to be provided by Consultant hereunder to the extent possible and, to the extent that Consultant cannot so perform City's responsibilities under the terms of the City Grant, to assist City to the best of its ability in so fulfilling such responsibilities as they pertain to Consultant's services.
2. City agrees to reimburse Consultant for eligible expenses incurred in carrying out its responsibilities under Paragraph 1 of this Agreement on a monthly basis upon submittal of invoices in a form acceptable to the City's Auditor; provided that such

reimbursement shall not exceed a total amount of \$6,667. Eligible expenses are only those incurred in accordance with Consultant's portion of the City Grant budget attached hereto as Exhibit C and approved by the City. All payments by the City pursuant to this Agreement shall be made from Fund \_\_\_\_\_.

3. The term of this Agreement shall be deemed to have commenced July 1, 2011 and shall terminate June 30, 2013 (consistent with the term of the City Grant), unless terminated earlier as provided for herein, and shall cover expenses incurred by Consultant during such period. Notwithstanding the above, in the event the Department extends the term of the City Grant and upon the prior written approval of the City, the term of this Agreement may be extended up to the date of the City Grant extension.
4. Records shall be maintained by Consultant in accordance with requirements prescribed by City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.
5. Consultant shall be responsible for furnishing to City records, data and information as City may require pertaining to matters covered by this Agreement.
6. City or Consultant may, upon 45 days written notice, terminate this Agreement in whole or in part without cause. In the event of termination all property and finished or unfinished documents and other writings prepared by Consultant under this Agreement shall become the property of Consultant and Consultant shall promptly deliver the same to City.
7. It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever. Consultant shall not be considered an employee of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Consultant while so engaged and any and all claims whatsoever on behalf of Consultant arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, its officers, agents, contractors or employees shall in no way be the responsibility of the City. Consultant and its officers and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation

pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay. Furthermore, Consultant agrees to defend, indemnify and save harmless the City and its officers, agents, servants and employees from any liability or judgments of any kind whatsoever arising out of the performance or nonperformance by Consultant and its officers, agents, servants and employees of the work specified in this Agreement. On ten (10) days' written notice from City, Consultant shall appear and defend all lawsuits against City growing out of such injuries or damages.

8. Consultant shall obtain the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota:

A. Liability Insurance

Consultant shall procure and maintain continuously in force Comprehensive General Liability Insurance written on an "occurrence" basis in limits of not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars aggregate per occurrence for personal bodily injury and death, and limits of One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars for Leased Premises damage liability. If person limits are specified, they shall be for not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars per person and be for the same coverages. The City shall be named as an additional insured therein. Insurance shall cover:

1. Public liability.
2. Independent contractors--protective contingent liability.
3. Personal injury.
4. Contractual liability covering the indemnity obligations set forth herein.

B. Workers' Compensation

Workers' Compensation Coverage in statutory amounts with "all states" endorsement. Employees liability insurance shall be carried in limits meeting or exceeding the requirements of the State of Minnesota for such insurance.

C. Requirements for All Insurance {to "C. Requirements for All Insurance " \1 2}

All insurance required in this Article X shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota.

D. Certifications

{tc "D. Certifications

"} Consultant to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The City does not represent or guarantee that these types or limits of coverage are adequate to protect the Consultant's interests and liabilities. If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City. **The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) – or equivalent, as approved by the Duluth City Attorney's Office.** Lessee shall be permitted to obtain the insurance required under this Lease Agreement on a "blanket" basis, and shall be entitled to satisfy any insurance requirements with a combination of primary liability and umbrella coverage.

9. Consultant agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota, and the City of Duluth and their respective agencies which are applicable to its activities under this Agreement.
10. Consultant agrees to comply with the requirements of the Minnesota Data Practices Act, Minn. Stat. Chap. 13 in the same manner as if it were the City.
11. Notice to City or Consultant provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

City: City of Duluth  
410 City Hall  
411 West First Street  
Duluth, MN 55802

Consultant: Safe Haven Shelter for Battered Women

Attn: Susan Utech, Executive Director  
P.O. Box 3558  
Duluth, MN 55803

12. Consultant shall not in any way assign or transfer any of its rights or interests under this Agreement in any way whatsoever.
13. This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
14. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.
15. Any waiver by any party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.
16. This Agreement, including all attachments, constitutes the entire agreement between the City and Consultant and supersedes all prior written or oral agreements and negotiations between the parties relating to the subject matter hereto.

*[Remainder of page left intentionally blank, signature page to follow]*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF DULUTH

SAFE HAVEN SHELTER FOR BATTERED  
WOMEN, INC., a private non-profit corporation  
under the laws of the State of Minnesota.

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Its \_\_\_\_\_

Attest \_\_\_\_\_  
City Clerk

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney

**BLUEPRINT FOR SAFETY  
ADAPTATION DEMONSTRATION PROJECT**

**AGREEMENT  
PROGRAM FOR AID TO VICTIMS OF SEXUAL ASSAULT**

THIS AGREEMENT, is by and between the CITY OF DULUTH, MINNESOTA, hereinafter referred to as "City", and PROGRAM FOR AID TO VICTIMS OF SEXUAL ASSAULT, INC. ("PAVSA"), a private non-profit corporation under the laws of the State of Minnesota", hereinafter referred to as "Consultant".

WHEREAS, the City has received a grant from the U.S. Department of Justice, Office on Violence Against Women (the "Department") on file with the City Auditor (Award No. 2011-WE-AX-K003) and attached hereto as Exhibit A (the "City Grant"), for implementation of the Blueprint for Safety Adaptation Demonstration Project (the "Project"); and

WHEREAS, the City entered into a Memorandum of Understanding executed by agencies participating in the Project on February 9, 2011, (the "MOU"), which is attached hereto as Exhibit B setting forth the guidelines for the operation of the Project; and

WHEREAS, the City desires to contract with Consultant to perform certain aspects of the Project.

NOW, THEREFORE, in consideration for the mutual benefits contained herein, the parties hereto agree as follows:

1. Consultant agrees to work with the City and the Blueprint Project Coordinator to provide consulting services and documentation on an as needed basis to implement the Project as set forth in the City Grant and MOU. In addition Consultant agrees to carry out City's responsibilities under the terms and conditions of the City Grant as they pertain to the services to be provided by Consultant hereunder to the extent possible and, to the extent that Consultant cannot so perform City's responsibilities under the terms of the City Grant, to assist City to the best of its ability in so fulfilling such responsibilities as they pertain to Consultant's services.
2. City agrees to reimburse Consultant for eligible expenses incurred in carrying out its responsibilities under Paragraph 1 of this Agreement on a monthly basis upon submittal of invoices in a form acceptable to the City's Auditor; provided that such reimbursement shall not exceed a total amount of \$6,666. Eligible expenses are

only those incurred in accordance with Consultant's portion of the City Grant budget attached hereto as Exhibit C and approved by the City. All payments by the City pursuant to this Agreement shall be made from Fund \_\_\_\_\_.

3. The term of this Agreement shall be deemed to have commenced July 1, 2011 and shall terminate June 30, 2013 (consistent with the term of the City Grant), unless terminated earlier as provided for herein, and shall cover expenses incurred by Consultant during such period. Notwithstanding the above, in the event the Department extends the term of the City Grant and upon the prior written approval of the City, the term of this Agreement may be extended up to the date of the City Grant extension.
4. Records shall be maintained by Consultant in accordance with requirements prescribed by City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.
5. Consultant shall be responsible for furnishing to City records, data and information as City may require pertaining to matters covered by this Agreement.
6. City or Consultant may, upon 45 days written notice, terminate this Agreement in whole or in part without cause. In the event of termination all property and finished or unfinished documents and other writings prepared by Consultant under this Agreement shall become the property of Consultant and Consultant shall promptly deliver the same to City.
7. It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever. Consultant shall not be considered an employee of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Consultant while so engaged and any and all claims whatsoever on behalf of Consultant arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, its officers, agents, contractors or employees shall in no way be the responsibility of the City. Consultant and its officers and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or

severance pay. Furthermore, Consultant agrees to defend, indemnify and save harmless the City and its officers, agents, servants and employees from any liability or judgments of any kind whatsoever arising out of the performance or nonperformance by Consultant and its officers, agents, servants and employees of the work specified in this Agreement. On ten (10) days' written notice from City, Consultant shall appear and defend all lawsuits against City growing out of such injuries or damages.

8. Consultant shall obtain the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota:

A. Liability Insurance

Consultant shall procure and maintain continuously in force Comprehensive General Liability Insurance written on an "occurrence" basis in limits of not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars aggregate per occurrence for personal bodily injury and death, and limits of One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars for Leased Premises damage liability. If person limits are specified, they shall be for not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars per person and be for the same coverages. The City shall be named as an additional insured therein. Insurance shall cover:

1. Public liability.
2. Independent contractors--protective contingent liability.
3. Personal injury.
4. Contractual liability covering the indemnity obligations set forth herein.

B. Workers' Compensation

Workers' Compensation Coverage in statutory amounts with "all states" endorsement. Employees liability insurance shall be carried in limits meeting or exceeding the requirements of the State of Minnesota for such insurance.

C. Requirements for All Insurance {tc "C. Requirements for All Insurance " \ 2}

All insurance required in this Article X shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota.

D. Certifications

{tc "D. Certifications

"} Consultant to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The City does not represent or guarantee that these types or limits of coverage are adequate to protect the Consultant's interests and liabilities. If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City. **The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) – or equivalent, as approved by the Duluth City Attorney's Office.** Lessee shall be permitted to obtain the insurance required under this Lease Agreement on a "blanket" basis, and shall be entitled to satisfy any insurance requirements with a combination of primary liability and umbrella coverage.

9. Consultant agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota, and the City of Duluth and their respective agencies which are applicable to its activities under this Agreement.

10. Consultant agrees to comply with the requirements of the Minnesota Data Practices Act, Minn. Stat. Chap. 13 in the same manner as if it were the City.

11. Notice to City or Consultant provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

City: City of Duluth  
410 City Hall  
411 West First Street  
Duluth, MN 55802

Consultant: PAVSA  
Attn: Candice Harshner, Executive Director  
32 E 1<sup>st</sup> Street, Suite 200  
Duluth, MN 55802

12. Consultant shall not in any way assign or transfer any of its rights or interests under this Agreement in any way whatsoever.
13. This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
14. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.
15. Any waiver by any party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.
16. This Agreement, including all attachments, constitutes the entire agreement between the City and Consultant and supersedes all prior written or oral agreements and negotiations between the parties relating to the subject matter hereto.

*[Remainder of page left intentionally blank, signature page to follow]*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF DULUTH

PROGRAM FOR AID TO VICTIMS OF  
SEXUAL ASSAULT, INC., a private non-profit  
corporation under the laws of the State of  
Minnesota.

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Its \_\_\_\_\_

Attest \_\_\_\_\_  
City Clerk

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney

**BLUEPRINT FOR SAFETY  
ADAPTATION DEMONSTRATION PROJECT**

**AGREEMENT  
AMERICAN INDIAN COMMUNITY HOUSING ORGANIZATION**

THIS AGREEMENT, is by and between the CITY OF DULUTH, MINNESOTA, hereinafter referred to as "City", and American Indian Community Housing Organization a non-profit corporation under the laws of the State of Minnesota as operator of Dabinoo'igan Shelter, hereinafter referred to as "Consultant".

WHEREAS, the City has received a grant from the U.S. Department of Justice, Office on Violence Against Women (the "Department") on file with the City Auditor (Award No. 2011-WE-AX-K003) and attached hereto as Exhibit A (the "City Grant"), for implementation of the Blueprint for Safety Adaptation Demonstration Project (the "Project"); and

WHEREAS, the City entered into a Memorandum of Understanding executed by agencies participating in the Project on February 9, 2011, (the "MOU"), which is attached hereto as Exhibit B setting forth the guidelines for the operation of the Project; and

WHEREAS, the City desires to contract with Consultant to perform certain aspects of the Project.

NOW, THEREFORE, in consideration for the mutual benefits contained herein, the parties hereto agree as follows:

1. Consultant agrees to work with the City and the Blueprint Project Coordinator to provide consulting services and documentation on an as needed basis to implement the Project as set forth in the City Grant and MOU. In addition Consultant agrees to carry out City's responsibilities under the terms and conditions of the City Grant as they pertain to the services to be provided by Consultant hereunder to the extent possible and, to the extent that Consultant cannot so perform City's responsibilities under the terms of the City Grant, to assist City to the best of its ability in so fulfilling such responsibilities as they pertain to Consultant's services.
2. City agrees to reimburse Consultant for eligible expenses incurred in carrying out its responsibilities under Paragraph 1 of this Agreement on a monthly basis upon submittal of invoices in a form acceptable to the City's Auditor; provided that such

reimbursement shall not exceed a total amount of \$6,667. Eligible expenses are only those incurred in accordance with Consultant's portion of the City Grant budget attached hereto as Exhibit C and approved by the City. All payments by the City pursuant to this Agreement shall be made from Fund \_\_\_\_\_.

3. The term of this Agreement shall be deemed to have commenced July 1, 2011 and shall terminate June 30, 2013 (consistent with the term of the City Grant), unless terminated earlier as provided for herein, and shall cover expenses incurred by Consultant during such period. Notwithstanding the above, in the event the Department extends the term of the City Grant and upon the prior written approval of the City, the term of this Agreement may be extended up to the date of the City Grant extension.
4. Records shall be maintained by Consultant in accordance with requirements prescribed by City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.
5. Consultant shall be responsible for furnishing to City records, data and information as City may require pertaining to matters covered by this Agreement.
6. City or Consultant may, upon 45 days written notice, terminate this Agreement in whole or in part without cause. In the event of termination all property and finished or unfinished documents and other writings prepared by Consultant under this Agreement shall become the property of Consultant and Consultant shall promptly deliver the same to City.
7. It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever. Consultant shall not be considered an employee of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Consultant while so engaged and any and all claims whatsoever on behalf of Consultant arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, its officers, agents, contractors or employees shall in no way be the responsibility of the City. Consultant and its officers and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation

pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay. Furthermore, Consultant agrees to defend, indemnify and save harmless the City and its officers, agents, servants and employees from any liability or judgments of any kind whatsoever arising out of the performance or nonperformance by Consultant and its officers, agents, servants and employees of the work specified in this Agreement. On ten (10) days' written notice from City, Consultant shall appear and defend all lawsuits against City growing out of such injuries or damages.

8. Consultant shall obtain the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota:

A. Liability Insurance

Consultant shall procure and maintain continuously in force Comprehensive General Liability Insurance written on an "occurrence" basis in limits of not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars aggregate per occurrence for personal bodily injury and death, and limits of One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars for Leased Premises damage liability. If person limits are specified, they shall be for not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars per person and be for the same coverages. The City shall be named as an additional insured therein. Insurance shall cover:

1. Public liability.
2. Independent contractors--protective contingent liability.
3. Personal injury.
4. Contractual liability covering the indemnity obligations set forth herein.

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Workers' Compensation Coverage in statutory amounts with "all states" endorsement. Employees liability insurance shall be carried in limits meeting or exceeding the requirements of the State of Minnesota for such insurance.

C. Requirements for All Insurance {to "C. Requirements for All Insurance " \ 2}

All insurance required in this Article X shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota.

D. Certifications

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- Consultant to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The City does not represent or guarantee that these types or limits of coverage are adequate to protect the Consultant's interests and liabilities. If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City. **The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) – or equivalent, as approved by the Duluth City Attorney's Office.** Lessee shall be permitted to obtain the insurance required under this Lease Agreement on a "blanket" basis, and shall be entitled to satisfy any insurance requirements with a combination of primary liability and umbrella coverage.
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11. Notice to City or Consultant provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

City: City of Duluth  
410 City Hall  
411 West First Street  
Duluth, MN 55802

Consultant: American Indian Community Housing Organization

419 N 1<sup>st</sup> Avenue West  
Duluth, MN 55802

12. Consultant shall not in any way assign or transfer any of its rights or interests under this Agreement in any way whatsoever.
13. This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
14. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.
15. Any waiver by any party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.
16. This Agreement, including all attachments, constitutes the entire agreement between the City and Consultant and supersedes all prior written or oral agreements and negotiations between the parties relating to the subject matter hereto.

*[Remainder of page left intentionally blank, signature page to follow]*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF DULUTH

AMERICAN INDIAN COMMUNITY HOUSING ORGANIZATION, a non-profit corporation under the laws of the State of Minnesota.

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Its \_\_\_\_\_

Attest \_\_\_\_\_  
City Clerk

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney