

PUBLIC SAFETY COMMITTEE

11-0574R

RESOLUTION AUTHORIZING AGREEMENT WITH THE ST. LOUIS COUNTY ATTORNEY'S OFFICE FOR SERVICES UNDER SUPPLEMENTAL GRANT FROM THE DEPARTMENT OF JUSTICE, OFFICE ON VIOLENCE AGAINST WOMEN, FOR THE PROJECT ENTITLED "COMMUNITY RESPONSE TO CO-OCCURRENCE OF SEXUAL AND DOMESTIC VIOLENCE."

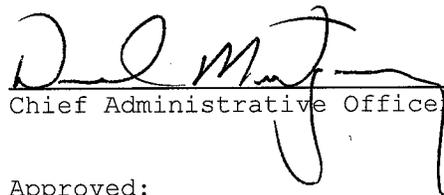
CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into an agreement, substantially the same as that on file in the office of the city clerk as Public Document No. _____, with the St. Louis County attorney's office, for services related to the project entitled, "Community Response to Co-occurrence of Sexual & Domestic Violence" funded by a grant from the U.S. department of justice, office of violence against women, with the city of Duluth as fiscal agent, in an amount not to exceed \$9,500.00, inclusive of a 5% hold back, payable from Fund 215-200-2280-5447 (Duluth Police Grant Programs, Police, Violence Against Women Act 07-09).

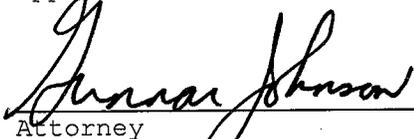
Approved:


Department Director

Approved for presentation to council:


Chief Administrative Officer

Approved as to form:


Attorney

Approved:


Auditor

DPD/ATTY TLL:dma 10/25/2011

STATEMENT OF PURPOSE: This resolution authorizes the proper city officials to enter into an agreement with the St. Louis County Attorney's Office for services related to the continuation of projects under the U.S. Department of Justice, Office on Violence Against Women, grants to encourage arrest policies and enforcement of probation orders program, details of which are set forth in a

memorandum of understanding between the collaborative partners to the program (the Duluth police department, Program for Aid to Victims of Sexual Assault, Mending the Sacred Hoop, Inc., the St. Louis County Attorney's Office and the Domestic Abuse Intervention Programs.)

**OVW GRANTS TO ENCOURAGE ARREST POLICIES
AND ENFORCEMENT OF PROTECTION ORDERS
AGREEMENT
ST. LOUIS COUNTY**

THIS AGREEMENT, is by and between the CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City", and ST. LOUIS COUNTY, a Minnesota county acting through its governing body, hereinafter referred to as "County".

WHEREAS, on August 28, 2007, the City 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. 2007-WE-AX-0028), to create a Domestic Violence Response Unit in the Duluth Police Department to improve the handling of domestic violence cases (the "City Grant"); and

WHEREAS, on September 9, 2009, the City was awarded a supplemental grant to the City Grant from the Department to continue through July 31, 2011, to operate a Coordinated Community Response with Sexual Assault Cases program. On June 30, 2011, the Department granted an extension through October 31, 2011 (the "Supplemental Grant"); and

WHEREAS, on February 23, 2011, the City and County entered into a Memorandum of Understanding (the "2011 MOU") and subsequently was awarded a second supplemental grant (the "2nd Supplemental Grant") from the Department to operate the Intimate Partner Sexual Violence program (the "IPSV.") (the 2011 MOU and the 2nd Supplemental Grant are collectively referred to as the "2011 Grant Documents" and are attached hereto as Exhibit A and incorporated by reference); and

WHEREAS, the parties desire to enter into an agreement memorializing the County's rights and responsibilities outlined in the 2011 Grant Documents.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. County agrees to carry out its responsibilities as outlined in the 2011 Grant Documents as they pertain to the services to be provided by County hereunder. County's services will include advising and participating in the process to determine what is needed at the point of patrol and investigation to enhance the ability of the prosecutors to hold offenders. In addition County agrees to carry out City's responsibilities under the terms and conditions of the 2011 Grant Documents as they pertain to the services to be provided by County

hereunder to the extent possible and, to the extent that County cannot so perform City's responsibilities under the terms of the 2011 Grant Documents, to assist City to the best of its ability in so fulfilling such responsibilities as they pertain to County's services.

2. City agrees to reimburse County for eligible expenses incurred in carrying out its responsibilities under Paragraph 1 of this Agreement. Invoices detailing expenses will be submitted on a quarterly basis in a form acceptable to the City's Auditor; provided that such reimbursement shall not exceed a total amount of \$9,500 inclusive of the *5% hold back. Eligible expenses shall be only those amounts set forth in the County's portion of the budget attached hereto as Exhibit B. All payments by the City pursuant to this Agreement shall be made from Fund 215-200-2280-5447. *Pursuant to paragraph 25 of the Special Conditions of the 2nd Supplemental Grant, 5% of the grant award will be held back because the State of Minnesota does not require HIV testing of perpetrators.
3. County shall not in any way assign or transfer any of its rights or interests under this Agreement in any way whatsoever.
4. The term of this Agreement will begin on November 1, 2011 and shall terminate October 31, 2013, unless terminated earlier as provided for herein, and shall cover expenses incurred by County during such period. Notwithstanding the above, in the event the Department extends the term of the 2nd Supplemental Grant and upon the prior written approval of the Duluth Police Department's Chief, the term of this Agreement may be extended up to the date of the 2nd Supplemental Grant extension
5. City or County 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 County under this Agreement (the "County Works") shall become the property of County. County hereby grants to City a perpetual, non-revocable, non-exclusive, royalty-free license to use, re-use and disclose the County Works for any lawful purpose.
6. Records shall be maintained by County 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.

7. County will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
8. County shall be responsible for furnishing to City records, data and information as City may require pertaining to matters covered by this Agreement.
9. County shall ensure that at any time during normal business hours and as often as County may deem necessary, there shall be made available to City for examination, all of its records with respect to all matters covered by this Agreement. County will also permit representatives from State and/or Federal audit departments to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
10. All reports, data, information, documentation and material given or prepared by the County pursuant to this Agreement will be public except as provided for in applicable Federal or state laws, rules, regulations or orders.
11. County and City acknowledge that during the term of this Agreement, each may receive confidential and proprietary information belonging to the other ("Confidential Information"). Confidential Information shall include but is not limited to information created by or relating to either Party that is not generally known or is of a proprietary or confidential nature. Each Party agrees not to disclose the Confidential Information, and neither party will use the Confidential Information, except for the purpose of meeting their respective obligations under this Agreement. Each Party will use and maintain appropriate security measures to honor its confidentiality obligations under this Agreement, including using security measures at least as stringent as those it uses to protect its own confidential information. Both parties agree that this provision also applies to any subcontractors or independent contractors they employ and that they will each be responsible for any breaches of this provision by any such subcontractors or independent contractors.

12. 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 either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever. Neither party nor any officers or employees thereof shall be considered an employee of the other party, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of either party and their employees while so engaged and any and all claims whatsoever on behalf of either party arising out of employment or alleged employment, including without limitation, claims of discrimination against either party, its officers, agents, contractors or employees shall in no way be the responsibility of the other party. Neither party nor their officers, agents, contractors and employees shall 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 from the other party.
13. Each party hereto agrees that it will be solely liable for any liability arising out of any acts or omissions of itself or its officers, agents, servants, employees or subcontractors in the performance of its respective obligations under this Agreement.
14. Nothing herein shall be deemed to create any liability on behalf of either party not otherwise existing as to such party under the provisions of Minnesota Statutes Chapter 466 or to extend the amount of liability of either party to amounts in excess of that specified in said Chapter.
15. Nothing herein shall be deemed to create any liability to any third party not otherwise existing under applicable law.
16. County and its officers, agents, servants and employees as part of the consideration under this Agreement, does hereby covenant and agree that:
 - A. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.

B. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.

17. Both parties agree to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and County and the City and their respective agencies which are applicable to their activities under this Agreement.
18. Notice to County or City 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:

County: St. Louis County Attorney
 100 North 5th Avenue West
 Room 500 Court House
 Duluth, MN 55802

City: City of Duluth
 Susan Campbell, Grant Coordinator
 Duluth Police Department
 411 West First Street
 Duluth, MN 55802

19. Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.
20. 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.
21. In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.
22. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. 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.

23. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

Dated this _____ day of _____, 2011.

CITY OF DULUTH, a Minnesota municipal corporation ST. LOUIS COUNTY, a Minnesota County

By: _____

Its Mayor

By: _____

Its County Attorney

Attest:

Approved as to form and execution:

By: _____

City Clerk

Date: _____

Assistant County Attorney

2011-5582

Countersigned:

City Auditor

Approved as to form:

City Attorney

EXHIBIT A



Department of Justice
Office on Violence Against Women

Grant

PAGE 1 OF 6

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Duluth 411 West First Street Room 104 Duluth, MN 55802-1185		4. AWARD NUMBER: 2007-WE-AX-0028																	
1A. GRANTEE IRS/VENDOR NO. 416005106		5. PROJECT PERIOD: FROM 08/01/2007 TO 10/31/2013 BUDGET PERIOD: FROM 08/01/2007 TO 10/31/2013																	
		6. AWARD DATE 09/26/2011	7. ACTION Supplemental																
3. PROJECT TITLE Community Response to Co-occurrence of Sexual Assault & Domestic Violence		8. SUPPLEMENT NUMBER 02																	
		9. PREVIOUS AWARD AMOUNT \$ 798,791																	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).		10. AMOUNT OF THIS AWARD \$ 389,085																	
		11. TOTAL AWARD \$ 1,187,876																	
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 <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="flex: 1;"> </div> <div style="flex: 0 0 100px;"> 19A. DATE 9-27-11 </div> </div>																	
AGENCY USE ONLY																			
20. ACCOUNTING CLASSIFICATION CODES <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">FISCAL YEAR</th> <th style="text-align: left;">FUND CODE</th> <th style="text-align: left;">BUD. ACT.</th> <th style="text-align: left;">OFC.</th> <th style="text-align: left;">DIV. REG.</th> <th style="text-align: left;">SUB.</th> <th style="text-align: left;">POMS</th> <th style="text-align: left;">AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>A</td> <td>W4</td> <td>29</td> <td>00</td> <td>00</td> <td></td> <td>389085</td> </tr> </tbody> </table>		FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT	X	A	W4	29	00	00		389085	21. W411D00039	
FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT												
X	A	W4	29	00	00		389085												

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
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PROJECT NUMBER 2007-WE-AX-0028

AWARD DATE 09/26/2011

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

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.

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.



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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 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).
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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".



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SPECIAL CONDITIONS

15. 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), 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.
16. The grantee agrees to allocate project funds as designated by the Office on Violence Against Women for allowable costs to participate in OVW-sponsored technical assistance. Funds designated for OVW-sponsored technical assistance may not be used for any other purpose without prior approval of OVW and the issuance of a Grant Adjustment Notice (GAN) permitting such use. Technical assistance includes, but is not limited to, peer-to-peer consultations, focus groups, mentoring site visits, conferences and workshops conducted by OVW-designated technical assistance providers or OVW-designated consultants and contractors.
17. The grantee will provide the Office on Violence Against Women (OVW) with the agenda for any training seminars, workshops, or conferences not sponsored by OVW that project staff propose to attend using grant funds. The grantee must receive prior approval from OVW before using OVW grant funds to attend any training, workshops, or conferences not sponsored by OVW. To request approval, grantees must submit a Grant Adjustment Notice (GAN) request through the grants management system to OVW with a copy of the event's brochure, curriculum and/or agenda, a description of the hosts or trainers, and an estimated breakdown of costs. The GAN request should be submitted to OVW at least 20 days before registration for the event is due. Approval to attend non-OVW sponsored programs will be given on a case-by-case basis.
18. 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.
19. The recipient agrees to submit one copy of all required reports and any other written materials or products that are funded under the project to OVW not less than twenty (20) days prior to public release. If the written material is found to be outside the scope of the program, or in some way to compromise victim safety, it will need to be revised to address these concerns or the grantee will not be allowed to use project funds to support the further development or distribution of the materials.
20. 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.
21. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.



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22. The grantee agrees that grant funds will not support activities that may compromise victim safety, such as: pre-trial diversion programs not approved by OVW or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek a protection order, file formal complaint); or the placement of perpetrators in anger management programs.
23. 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.
24. 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.



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25. 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.

26. The grantee agrees to use grant funds to strengthen legal advocacy service programs for victims of domestic violence, dating violence, sexual assault and stalking, including strengthening assistance to such victims in immigration matters. Grant funds may not be used to provide long-term or short-term legal representation.
27. The grantee agrees that funds will not be used for prevention activities (e.g., outreach to elementary and secondary schools, implementation of educational programs regarding domestic and dating violence intervention, and public awareness campaigns). The grantee may use funds to provide outreach regarding the specific services offered under the grant.
28. All contracts under this award should be competitively awarded unless circumstances preclude competition. When a contract amount exceeds \$100,000 and there has been no competition for the award, the recipient must comply with rules governing sole source procurement found in the current edition of the OVW Financial Guide.
29. The recipient's budget is pending review and approval. The recipient may obligate, expend and draw down funds for travel related expenses to attend OVW-sponsored technical assistance events up to \$10,000. Remaining funds will not be available for draw down until the Office on Violence Against Women, Grants Financial Management Division has approved the budget and budget narrative, and a Grant Adjustment Notice has been issued removing this special condition. Any obligations or expenditures incurred by the recipient prior to the budget being approved are made at the recipient's own risk.

OVW Grants to Encourage Arrest Policies and
Enforcement of Protection Orders
Memorandum of Understanding

between

The Duluth Police Department, Program for Aid to
Victims of Sexual Assault, Mending the Sacred
Hoop, Inc., the St. Louis County Attorney's Office
and the Domestic Abuse Intervention Project

I. DESCRIPTION OF THE PROJECT

This project would continue the focus on sexual assault cases reported to the Duluth Police Department and further develop the intersection of sexual and domestic violence in cases of co-occurrence, also known as Intimate Partner Sexual Violence (IPSV). This project will build upon the success of having systems specialists from both domestic violence (DV) and sexual assault (SA) that are housed with law enforcement. The DV and SA systems specialists will be collaborating with law enforcement to closely monitor and develop specific strategies to address the issue of co-occurrence of domestic violence and sexual assault. In addition, a case consultation process with law enforcement, advocates, systems specialists and county prosecutors will bring a multi-disciplinary approach to reviewing cases of intimate partner sexual violence. Ultimately this project will lead to a comprehensive advocacy and systems response to this complex issue.

II. BACKGROUND

The relationship between the Duluth Police Department, St. Louis County Attorney's Office, and the Domestic Abuse Intervention Project (DAIP), and the Program for Aid to

Victims of Sexual Assault (PAVSA) has existed for 30 years. The work these agencies have done together in Duluth has increased safety for women who have been battered and/or sexually assaulted as well as holding their perpetrators accountable. Our collaborations have also had national and international influence on how communities respond to domestic violence through the Duluth Model and the response to sexual violence through Duluth's model of anonymous reporting. Duluth's Coordinated Community Response model of intervention continues to evolve in a way that maintains victim safety as the primary goal of any new intervention. A unique aspect of this relationship has been the level of trust built over time. In the beginning, community advocates worked to identify gaps in the system response to battering and then collaborated on needed changes with criminal justice practitioners. In a complementary process the Program for Aid to Victims of Sexual Assault has developed protocols and policies for responding to sexual violence through their Sexual Assault Multi-disciplinary Action Response Team (SMART). SMART uses an 8-step method to develop victim-centered community responses to sexual assault. PAVSA's multi-disciplinary team has existed since 2001 and has been used as a model within the state. PAVSA's community-based SANE (Sexual Assault Nurse Examiner) program was instigated through the SMART team as was the development of an Anonymous Reporting option for victims of sexual violence. This grant application would expand the success of these organizational relationships by bringing PAVSA and DAIP together on a process to develop a formal community response to cases where there is the co-occurrence of sexual and domestic violence assaults defined as Intimate Partner Sexual Violence (IPSV).

Mending the Sacred Hoop, Inc. is a Native American organization whose mission is to assist Native Sovereign Nations in improving their response to Indian women who are victimized by domestic violence and sexual assault and to restore safety and integrity to them. Mending The Sacred Hoop, Inc. originated in 1993 with the desire to change the ways systems and service providers responded to Native people. Mending The Sacred Hoop, Inc. is an umbrella program in which all programming and services offered to American Indian and Alaskan Native people locally, statewide, and nationally are operated under. Currently projects include: the Sacred Hoop Coalition, Native Women's Intervention & Advocacy Project, and the Violence Against Indian Women Technical Assistance Project, also know as MSH-TA.

III. DEVELOPMENT OF THIS APPLICATION

This MOU was developed by the Duluth Police Department (DPD), Program for Aid to Victims of Sexual Assault (PAVSA), Domestic Abuse Intervention Project (DAIP) and Mending the Sacred Hoop, Inc. (MSHINC). The fundamental idea behind this grant came out of the work of the work being done on the current Grant to Encourage Arrest. PAVSA and DAIP worked with the Duluth Police Department on developing the concept in this grant. The DPD believes that continued collaboration with a focus on the co-occurrence of sexual assault and domestic violence will bring the same level of success that has been realized in the past 30 years through the collaborative responses to these individual issues. This project will further formalize the collaborative work of DPD, PAVSA, DAIP and MSHINC.

IV. ROLES AND RESPONSIBILITIES

Duluth Police Department (DPD). The Duluth Police Department has been part of Duluth's Coordinated Community Response since 1981. The Duluth Police Department is committed to enhancing the quality of life of our citizens by protecting and serving our public.

- Will continue the dedication of one full-time position to the issue of adult sexual violence.
- Partner with community advocates to find a mutually agreed upon set of ideas on the source of co-occurring sexual and domestic violence and the impact on women. This understanding will aid the team in creating solutions that enhance a woman's safety and hold offenders accountable.
- Will designate specific time to all investigators to focus on adult sexual assault cases.
- Will partner with the County Attorney's office to develop policies and procedures that enhance a prosecutor's ability to hold offenders accountable.
- To continue the information sharing agreements between the Duluth Police Department and PAVSA essential for building internal and external accountability measure into the investigation of adult sexual assault cases and cases of co-occurrence at both the patrol and investigative levels.
- Dedicate physical space for the sexual assault unit to operate.
- Will require investigators to log barriers to investigation and be part of the work to reform the Duluth Police Department's response to co-occurring sexual and domestic violence incidents.

- The investigators will work collaboratively with the sexual assault and domestic violence systems specialists on issues of co-occurrence.
- Will share information necessary for effective systems advocacy with the system specialists.
- Will make available Duluth Police Command staff time for discussions and decisions that require any change in policy and procedure.
- Partner with DPD SCAN Unit to make recommendations for ensuring there is an effective, collaborative response in cases where there is a co-occurrence of domestic violence and sexual assault and that services and advocacy are a component of victim follow-up.
- Work with PAVSA, Mending the Sacred Hoop, DAIP to improve policy or procedure when patrol responds to cases where a Native American woman is sexually assaulted.
- Train new recruits and current patrol officers on any new enhancement of policies and procedures related to the co-occurrence of domestic and sexual violence.
- Provide and participate in cross-training for partner agencies including PAVSA, DAIP, MSH, and County Prosecutors.
- Participate in monthly case consultation meetings.

Program for Aid to Victims of Sexual Assault (PAVSA) PAVSA has been advocating for victims of sexual assault in Southern St. Louis County since 1977. PAVSA provides confidential, nonjudgmental victim-centered and driven services, all of which are free to victims. PAVSA is committed to supporting victims, educating the community on sexual

violence and advocating for social change and changing attitudes about sexual violence. PAVSA and the Southern St. Louis County SMART have been responsible for the planning, promotion and implementation of Duluth's SANE program and subsequently the implementation of an Anonymous Reporting option for victims. PAVSA agrees to continue the position of a full time system specialist to be housed in the Duluth Police Department and a half-time supervisor to provide coordination of the project.

- Will require the system specialist to log barriers to case processing and where women as victims fall through gaps in the current response. The advocate will also be required to log instances where men are not held accountable in the current response as well as instances of co-occurrence. The system specialist will be asked to compile case information so all practitioners can review where in the system each case is and who is currently responsible for it.
- The systems specialist will partner with advocates from the Duluth Domestic Violence Unit on establishing each practitioner's role in cases of domestic violence/sexual assault co-occurrence and ensuring an advocacy response to victims.
- The systems specialist will be part of the work to reform the Duluth Police Departments response to cases of co-occurring domestic and sexual violence (intimate partner sexual violence).
- Agrees to commit 20 hours a week to an arrest grant coordinator role which will involve maintaining documentation on work done, providing data for timely reporting, planning meetings and bringing people together for solution based sessions.

- Agrees to continue the development and implementation of a database tracking system that will provide access to the information and what to track based on agreed upon intervention strategies.
- Participate in cross training on sexual assault and intimate partner sexual violence with partner agencies.
- Agrees to participate in monthly case consultation meetings.

Domestic Abuse Intervention Project (DAIP) was created in 1980. The (DAIP) is a comprehensive community-based program for intervention in domestic abuse cases. It attempts to coordinate the response of the many agencies and practitioners who respond to domestic violence cases in our community. The project involves community organizing and advocacy that examines training programs, policies, procedures and texts—intake forms, report formats, assessments, evaluations, checklists and other materials by asking how each practice, procedure, or form enhances or compromises victim safety. DAIP also trains people nationally and internationally on effective intervention in domestic violence cases using the Duluth Model of a Coordinated Community Response.

- Will designate a 20-hour domestic violence systems specialist position to work in partnership with the systems specialist from PAVSA. The domestic violence systems specialist will inform the process on general coordinated community response principles, strategies and concepts as they relate to cases of domestic and sexual violence co-occurrence.

- The domestic violence systems specialist will be part of the work to reform the Duluth Police Departments response to cases of co-occurrent domestic and sexual violence (intimate partner sexual violence).
- Will participate in monthly case consultation meetings.
- Will participate in cross training on domestic violence and intimate partner sexual violence with partner agencies.

Mending the Sacred Hoop, Inc. (MSHINC) Mending the Sacred Hoop, Inc. is a Native American organization whose mission is to assist Native Sovereign Nations in improving their response to Indian women who are victimized by domestic violence and sexual assault and to restore safety and integrity to them. MSHINC originated in 1993 with the desire to change the way systems and service providers responded to Native people. Mending The Sacred Hoop, Inc. is an umbrella program in which all programming and services offered to American Indian and Alaskan Native people locally, statewide, and nationally are operated under. Currently, we have three primary projects, they are: the Sacred Hoop Coalition, Native Women's Intervention & Advocacy Project, and the Violence Against Indian Women Technical Assistance Project, also know as MSH-TA.

- Will provide of expertise on ensuring that our intervention strategies appropriately respond to Native women who have been sexually assaulted. Will also provide assistance on what was learned in the Safety audit just completed on sexual assault against Native women in Duluth, MN.
- Will provide expertise to ensure that advocacy strategies are appropriate in responses to Native women who have been victims of co-occurring sexual and domestic violence.

- Will participate in the case consultation process as needed to provide expertise on cases that involve Native women who are victims of intimate partner sexual violence.

St. Louis County Attorney's Office prosecutes all felonies occurring within St. Louis County. Additionally, gross misdemeanor, misdemeanor and County ordinance violations also fall within the office's criminal responsibilities. Support for these functions is provided by the Duluth Criminal and Victim/Witness Services divisions.

- Partner with community advocates to find a mutually agreed upon set of ideas on the source of domestic and sexual violence co-occurrence against women and the impact on women. This understanding will aid the team in creating solutions that enhance a woman's safety and hold offenders accountable.
- Participate in process to determine policy recommendations for patrol and investigators when responding to cases of co-occurrence.
- Attend monthly case consultation meetings with project partners.

The roles and responsibilities described above are contingent on the City of Duluth receiving the funds requested for this project in the OVW Grant to Encourage Arrest application. The beginning and end dates of this collaborative effort would coincide with the grant period, anticipated to be Aug. 1, 2011 through July 31, 2013.



Mayor Don Ness, City of Duluth

2-23-11
Date



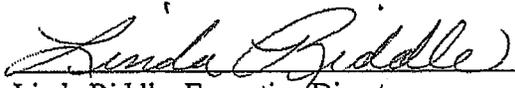
Candice Harshner
Executive Director,
Program for Aid to Victims of Sexual Assault

2-23-2011
Date



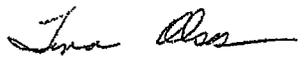
Mark Rubin, County Attorney
St. Louis County Attorney's Office

2-23-2011
Date



Linda Riddle, Executive Director
Domestic Abuse Intervention Programs

2-23-2011
Date



Tina Olson, Director,
Mending the Sacred Hoop, Inc.

2/23/2011
Date

EXHIBIT B
Budget Narrative
Coordinated Community
Response

A. Personnel

Police Investigator
 \$64,417 x 1 FTE x 2 years = 128,834

Total Personnel

(3) Duluth Police Invest. @ .333 FTE/investigator = 1FTE X 2 yrs. = \$128,834
 The Police Investigators will work cooperatively. An investigator will be available at all times to investigate cases of adult sexual assault. Will be responsible for keeping a log of barriers to improve effective investigation in these cases. Partner with PAVSA systems specialist in making recommendations to improve the response to women in Duluth who are sexually assaulted. Participate in the community process when appropriate to determine changes in policy and procedure to the current General Order (policies) on Sexual Assault.

B. Fringe Benefits

FICA	7.65%		-	
Retirement	5.00%		-	
Health/Dental Insurance	100.00%		10,437	
Workers Compensation Insurance	0.50%		-	
Unemployment Compensation	2.50%		-	
.333 fringe X 3 Investigators = Total Fringe				10,437

The Fringe Benefits are in accordance with the City of Duluth employee benefit package.

C. Travel

OVW Mandated Technical Assistance Training (Location TBA)

Airfare (4 participants x \$700 each)	2,800
Lodging (4 participants x \$188/night x 4 nights)	3,008
M&IE Allowance (4participants @ \$64/day x 5 days)	1,280

OVW Technical Assistance Training (Location TBA)

Airfare (4 participants x \$700 each)	2,800
Lodging (4 participants x \$188/night x 4 nights)	3,008
M&IE Allowance (4participants @ \$64/day x 5 days)	1,280

OVW Financial Training Management Seminar

Mileage (332 miles x .485/mile)	161
Lodging (2 participants x \$113/night x 2 nights)	452
ME&I Allowance (2 participants x \$64/day x 3 days)	384

OVW Approved Training

Best practices, procedures, protocol and project improvement for project partner agency personnel.	10,000
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Total Travel

25,173

Federal government established rates for per diem will be used and/or amended according to the location of federally mandated and recommended trainings. IRS approved rate used in all mileage calculations.

D. Equipment

E. Supplies

Total Supplies

F. Construction

EXHIBIT B
Budget Narrative
Coordinated Community
Response

Total Construction

G. Contractual

Domestic Abuse Intervention Programs

Systems Specialist

.5 FTE (20 hrs/wk) x 1 years = \$23,104 x 2 yrs. = \$46,208	46,208
Fringe Benefits = \$10,029.50/yr X 2 years = \$20,059	20,059
FICA 7.65%	\$3,535
Health/Dental Ins 29.76%	\$13,752
Retirement 5.00%	\$2,310
Disability Ins 1.00%	\$462

Will designate 2 hours a week to data collection/analysis support from the Domestic Abuse Information Network (DAIN). Will support the work of the Duluth Police Sexual Assault Unit. The DAIN Coordinator will be responsible for producing statistical analysis and advising PAVSA on development of their new database system

Program for Aid to Victims of Sexual Assault

Project Coordinator

\$41,600 x .5 FTE x 2 years	41,600
Fringe Benefits @ \$11,086 x .5 FTE x 2years	11,086
FICA 7.65%	\$3,182
Health/Dental 18%	\$7,488
Disability Ins. 1%	\$416

Will work 20 hours a week supporting the goals and objectives of the grant. Project Coordinator will closely work with all practitioners in the criminal justice system to ensure understanding and acceptance of any new policy and procedure. Will also provide qualitative analysis and design frameworks for analysis of the goals and objectives of the grant. Keep a detailed log of all work being done by the team. Coordinate the community partners to ensure the work being done is complimentary to the goals and objectives of the grant. Will provide consultation on coordinated community response for all practitioners.

Sexual Assault Systems Specialist

1 FTE for year one = \$35,360	35,360
1 FTE for year two = \$37,440	37,440
Fringe Benefits for two years = \$19,401	19,401
FICA 7.65% = \$5,569	
Health/Dental 18% = \$13,104	
Disability 1% = \$728	

Will keep a log of incidents of co-occurring sexual and domestic violence. Will log when offenders are not held accountable by current responses. Will compile case information to assist in case processing and for case consultation meetings. Will inform advocates of where cases stand and who is responsible. Will work collaboratively with the domestic violence systems advocate to ensure comprehensive advocacy for IPSV (Intimate Partner Sexual Violence).

EXHIBIT B
Budget Narrative
Coordinated Community
Response

G. Contractual continued...

Mending the Sacred Hoop, Inc.

Native Women's Advocate

\$32,500 x .053% (2.14 hrs wk) x 2 years = \$3,487

3,487

Fringe Benefits \$3,487 x 43.41% = \$1,513

FICA 7.65%

Health/Dental Ins 29.76%

Retirement 5.00%

Disability Ins 1.00%

Will provide 2 hours of expertise and/or training on ensuring that our intervention strategies appropriately address the needs of Native women who have been sexually assaulted.

St. Louis County Attorney's Office

10,000

\$52.08 per hr x 8 hrs per month x 2 years = \$10,000

Will advise and participate in a process to determine what is needed at the point of patrol and investigation to enhance the ability of the prosecutor to hold offenders accountable.

Total Contractual

224,641