

PUBLIC SAFETY COMMITTEE

13-0576R

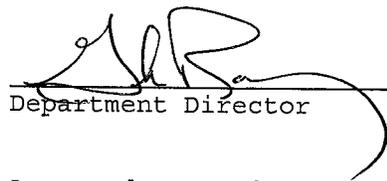
RESOLUTION AUTHORIZING PROPER CITY OFFICIALS TO ACCEPT A GRANT FROM THE DEPARTMENT OF JUSTICE, OFFICE ON VIOLENCE AGAINST WOMEN, IN THE TOTAL AMOUNT OF \$285,581 AND AUTHORIZING AGREEMENT WITH DOMESTIC ABUSE INTERVENTION PROGRAMS AND PROGRAM FOR AID TO VICTIMS OF SEXUAL ASSAULT FOR THE PROJECT ENTITLED, "COORDINATED COMMUNITY RESPONSE TO SEXUAL ASSAULT, DOMESTIC VIOLENCE AND INTIMATE PARTNER SEXUAL VIOLENCE."

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to accept a grant from the Department of Justice, Office on Violence Against Women, in the amount of \$285,581 and to execute a grant agreement with Domestic Abuse Intervention Programs (DAIP) and Program for Aid to Victims of Sexual Assault, Inc. (PAVSA), substantially the same as that on file in the office of the city clerk as Public Document No. _____, for the purpose of developing and strengthening effective responses to violence against women through the operation of the Coordinated Community Response to Sexual Assault, Domestic Violence and Intimate Partner Sexual Violence Project, for the period beginning October 1, 2013 and ending September 30, 2016.

The funds shall be deposited in Fund 215-200-2301-4209-02 (Duluth Police Grant Programs, Police, Violence Against Women 2013-16, Direct Federal Grants Operating); services provided by DAIP and PAVSA under the terms of the grant agreement are payable from fund 215-200-2301-5447 (Duluth Police Grant Programs, Police, Violence Against Women 2013-16, Payment to Other Gov't Agencies); services provided by the Duluth Police Department under the terms of the grant agreement are payable from fund 215-200-2301-5700-10 (Duluth Police Grant Programs, Police, Violence Against Women 2013-16, Interfund Transfers Out to General Fund); and Duluth Police Department travel and/or training expenses are payable from fund 215-200-2301-5331 (Duluth Police Grant Programs, Police, Violence Against Women 2013-16, Travel/Training).

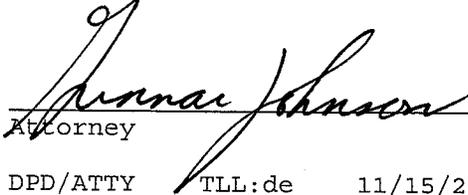
Approved:


Department Director

Approved for presentation to council:


Chief Administrative Officer

Approved as to form:


Attorney
DPD/ATTY TLL:de 11/15/2013

Approved:


Auditor

STATEMENT OF PURPOSE: This resolution authorizes the proper city officials to accept a grant in the amount of \$285,581 from the United States Department of Justice, Office on Violence Against Women, to develop and strengthen effective

responses to violence against women through the operation of the Coordinated Community Response to Sexual Assault, Domestic Violence and Intimate Partner Sexual Violence Project. This is a new grant that covers a three-year period with the City as the fiscal agent. The City's partners under the grant include Domestic Abuse Intervention Programs (DAIP) and the Program for Aid to Victims of Sexual Assault, Inc. (PAVSA). The services to be provided under the grant are more fully set forth in the grant documents and the Agreement between the City and its grant partners.

**OVW FY 2013 GRANTS TO ENCOURAGE ARREST POLICIES
AND ENFORCEMENT OF PROTECTION ORDERS PROGRAM**

**Agreement between the City of Duluth and Domestic Abuse Intervention
Programs (DAIP) and the Program for Aid to Victims of Sexual Assault (PAVSA)
for the Coordinated Community Response to Sexual Assault, Domestic Violence
and Intimate Partner Sexual Violence Project**

THIS AGREEMENT, is by and between the CITY OF DULUTH, Minnesota, hereinafter referred to as "City", and DOMESTIC ABUSE INTERVENTION PROGRAMS, INC., 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 "DAIP", and PROGRAM FOR AID TO VICTIMS OF SEXUAL ASSAULT, INC., a private non-profit corporation under the laws of the State of Minnesota, hereinafter referred to as "PAVSA". DAIP and PAVSA are also collectively referred to herein as "Consultant".

WHEREAS, on September 12, 2013, the City was awarded a grant identified as Award No. 2013-WE-AX-0047 and attached hereto as Exhibit A (the "Grant Documents"), from the U.S. Department of Justice, Office on Violence Against Women (the "Department"), to develop and strengthen effective responses to violence against women through the operation of the Coordinated Community Response to Sexual Assault, Domestic Violence and Intimate Partner Sexual Violence Project (the "Project"); and

WHEREAS, the City desires to enter into a contract with DAIP and PAVSA to perform certain aspects of the Project.

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

I. **ROLES AND RESPONSIBILITIES:**

A. DAIP

1. DAIP agrees to carry out its responsibilities as outlined in the above-referenced Grant Documents and specifically shall designate a .3 FTE Systems Specialist who will support the work of the Duluth Police Sexual Assault Unit. The Systems Specialist will be responsible for producing statistical analysis and advising PAVSA on development of their data collection, programming and IPSV (Intimate Partner Sexual Violence) education development.
2. The City agrees to reimburse DAIP for eligible expenses incurred in carrying out its responsibilities under the terms of this Agreement not more often than on

a monthly basis upon submittal of invoices in a form acceptable to the City's Auditor; provided that such reimbursement shall not exceed the total amount of \$48,104. Eligible expenses shall mean the salary and fringe benefits of the Systems Specialist in the amounts set forth in DAIP's portion of the budget attached hereto as Exhibit B. All payments by the City pursuant to this Agreement shall be made from Fund 215-200-2301-5447 (Duluth Police Grant Programs, Police, Violence Against Women 2013-16, Payment to Other Gov't Agencies).

B. PAVSA

1. PAVSA agrees to carry out its responsibilities as outlined in the above-referenced Grant Documents and specifically shall designate a .7 FTE Project Coordinator/Sexual Assault Systems Specialist who will work twenty-eight (28) hours a week supporting the goals and objectives of the grant. The Project Coordinator will work closely with practitioners in the criminal justice system to ensure understanding and acceptance of any new policy and procedure. The Project Coordinator will also provide qualitative analysis and design frameworks for analysis of the goals and objectives of the grant. Other responsibilities include (i) keeping a detailed log of all work being done by the team, (ii) coordinating the community partners to ensure the work being done is complementary to the goals and objectives of the grant, and (iii) providing consultation on coordinated community response for all practitioners on the issue of Intimate Partner Sexual Violence.

2. The City agrees to reimburse PAVSA for eligible expenses incurred in carrying out its responsibilities under the terms of this Agreement not more often than on a monthly basis upon submittal of invoices in a form acceptable to the City's Auditor; provided that such reimbursement shall not exceed the total amount of \$105,109. Eligible expenses shall mean the salary and fringe benefits of the Project Coordinator/Sexual Assault Systems Specialist in the amounts set forth in PAVSA's portion of the budget attached hereto as Exhibit B. All payments by the City pursuant to this Agreement shall be made from Fund 215-200-2301-5447 (Duluth Police Grant Programs, Police, Violence Against Women 2013-16, Payment to Other Gov't Agencies).

C. Duluth Police Department

1. The Duluth Police Department agrees to carry out its responsibilities as outlined in the above-referenced Grant Documents and specifically shall

designate a .5 FTE Police Investigator who will be available at all times to investigate cases of adult sexual assault. The Police Investigator will be responsible for keeping a log of barriers to improve effective investigation in these cases. The Police Investigator will partner with the PAVSA Systems Specialist in making recommendations to improve the response to women in Duluth who are sexually assaulted. The Police Investigator will participate in the community process when appropriate to determine changes in policy and procedure to the current General Order (policies) on Sexual Assault.

2. The eligible expenses incurred by the Duluth Police Department in carrying out its responsibilities under the terms of this Agreement shall not exceed the amount of \$125,370. Eligible expenses shall mean the salary and fringe benefits of the Police Investigator in the amounts set forth in the Duluth Police Department's portion of the budget attached hereto as Exhibit B. All payments by the City pursuant to this Agreement shall be made from Fund 215-200-2301-5700-10 (Duluth Police Grant Programs, Police, Violence Against Women 2013-16, Interfund Transfers Out to General Fund). In addition, an amount not to exceed \$2,132 is available to the Duluth Police Department for OWW approved training/travel as set forth in Exhibit B. All payments for this training/travel shall be made from Fund 215-200-2301-5331 (Duluth Police Grant Programs, Police, Violence Against Women 2013-16, Travel/Training).

II. TERM OF AGREEMENT:

The term of this Agreement shall be deemed to have commenced October 1, 2013 and shall terminate September 30, 2016, 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 Chief, the term of this Agreement may be extended up to the date of the City Grant extension.

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 City and Consultant shall promptly deliver the same to City.

III. RECORDS:

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. Consultant shall be responsible for furnishing to City records, data and information as City may require pertaining to matters covered by this Agreement.

IV. DUTY TO DEFEND, INDEMNIFY AND HOLD HARMLESS:

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.

V. INSURANCE

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 Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form 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

All insurance required in this Article 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 above coverages 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 Consultants' 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. Consultant shall be permitted to obtain the insurance required under this Agreement on a “blanket” basis, and shall be entitled to satisfy any insurance requirements with a combination of primary liability and umbrella coverage.

VI. GENERAL PROVISIONS:

1. 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.
2. 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.
3. 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
Attn: Susan Campbell, Grant Coordinator
Duluth Police Department
2030 N. Arlington Avenue
Duluth, MN 55811

Consultant: Domestic Abuse Intervention Programs
202 East Superior Street
Duluth, MN 55802

Program for Aid to Victims of Sexual Assault
32 East 1st Street, Suite 200
Duluth, MN 55802

4. Consultant shall not in any way assign or transfer any of its rights or interests under this Agreement in any way whatsoever.
5. 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.

6. 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.
7. Any waiver by any party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.
8. 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.
9. 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.

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

Dated this _____ day of _____, 2013.

CITY OF DULUTH

By _____
Mayor

Attest _____
City Clerk

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

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

By _____

Its _____

Date: _____

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

By _____

Its _____

Date: _____



Department of Justice
Office on Violence Against Women

Grant

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Duluth 411 West 1st Street Duluth, MN 55802-1185		4. AWARD NUMBER: 2013-WE-AX-0047	
		5. PROJECT PERIOD: FROM 10/01/2013 TO 09/30/2016 BUDGET PERIOD: FROM 10/01/2013 TO 09/30/2016	
		6. AWARD DATE 09/12/2013	7. ACTION
1A. GRANTEE IRS/VENDOR NO. 416005106		8. SUPPLEMENT NUMBER 00	Initial
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE "Coordinated Community Response to Sexual Assault, Domestic Violence and Intimate Partner Sexual Violence"		10. AMOUNT OF THIS AWARD	\$ 285,581
		11. TOTAL AWARD	\$ 285,581
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTHON 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 Bea Hanson Acting 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 FISCALYFUNDC BUD.A OFC. DIV.RE SUB. POMS AMOUNT EAR ODE CT. G. X A W4 29 00 00 285581		21. W413D00027	

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
CONTINUATIONSHEET
Grant**

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PROJECT NUMBER 2013-WE-AX-0047

AWARD DATE 09/12/2013

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 satisfactorily 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 registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OVW). The recipient also agrees to comply with 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/sam-award-term.pdf> (Award condition: Registration with the System for Award Management (SAM) 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 recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ovw.usdoj.gov/grantees.html>.
11. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
12. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
13. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (which is defined to include meetings, retreats, seminars, symposiums, trainings, and other events), including the provision of food and/ or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at <http://www.ovw.usdoj.gov/grantees.html>.
14. 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.
15. The grantee must be in compliance with specifications outlined in the solicitation under which the approved application was submitted. The program solicitation is hereby incorporated by reference into this award.



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Office on Violence Against Women

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16. The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
17. The recipient understands and agrees that grant funds may be frozen if the recipient does not respond in a timely fashion to requests to address OIG audit findings and financial or programmatic monitoring findings.
18. Grant funds may be used only for the purposes in the recipient's approved application. The recipient shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with OVW grant funds, without prior written approval from OVW.
19. The Director of OVW, upon a finding that there has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 CFR Part 18, as applicable mutatis mutandis.
20. The grantee agrees that if they receive any funding that is duplicative of funding received under this grant, they will notify their OVW grant manager as soon as possible and a Grant Adjustment Notice (GAN) will be issued changing the budget to eliminate the duplication, and the grantee agrees and understands that any duplicative funding will be deobligated from its award and returned to OVW.
21. 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.
22. 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.
23. 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".
24. 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.
25. 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, webinars, peer-to peer consultations, and workshops conducted by OVW-designated technical assistance providers. All training will be coordinated by the OVW-sponsored technical assistance provider.



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26. Funds allocated for OVW-sponsored technical assistance may not be used for any other purpose without prior approval by OVW. To request approval, grantees must submit a Program Office Approval Grant Adjustment Notice (GAN) via the Grants Management System (GMS). The grantee must include a copy of the event's brochure, curriculum and/or agenda, a description of the hosts or trainers, and an estimated breakdown of costs should be attached to the GAN. The GAN request must be submitted to OVW at least 20 days prior to registering for the event. Approval to attend non-OVW sponsored events will be considered on a case-by-case basis. This prior approval process also applies to requests for the use of OVW-designated technical assistance funds to pay an outside consultant or contractor to develop training.
27. First-time grantees must agree to send key staff members to the OVW grantee orientation seminar. Additionally, if there is a change in the project director/coordinator during the grant period, the grantee agrees, at the earliest opportunity, to send the new project director/coordinator, regardless of prior experience with this or any other federal award, to an OVW grantee orientation seminar.
28. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day or \$81.25 per hour. A detailed justification must be submitted to and approved by the Office on Violence Against Women prior to obligation or expenditure of such funds. Although prior approval is not required for consultant rates below these specified amounts, grantees are required to maintain documentation to support all daily or hourly rates.
29. 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.
30. 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.
31. 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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AWARD DATE 09/12/2013

SPECIAL CONDITIONS

32. The grantee agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; 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); the placement of perpetrators in anger management programs; or any other activities outlined in the solicitation under which the approved application was submitted.
33. 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.
34. 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.
35. 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 and/or operate in his or her name).
36. 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.



Department of Justice
Office on Violence Against Women

**AWARD
CONTINUATIONSHEET
Grant**

PAGE 7 OF 7

PROJECT NUMBER 2013-WE-AX-0047

AWARD DATE 09/12/2013

SPECIAL CONDITIONS

37. 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.
38. 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.

39. 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.



Department of Justice

Office on Violence Against Women

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Marnie 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, reauthorized in the Violence Against Women Act of 2000, 2005, and 2013. The program enhances victim safety and offender accountability in cases of domestic violence, dating violence, sexual assault and stalking by encouraging jurisdictions to implement pro-arrest policies as an effective intervention that is part of a coordinated community response. An integral component of the Arrest Program is the creation and enhancement of collaborative partnerships between criminal justice agencies, victim services providers, and community organizations which respond to sexual assault, domestic violence, 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**

Grant

PROJECT NUMBER
2013-WE-AX-0047

PAGE 1 OF 1

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

1. STAFF CONTACT (Name & telephone number)

Rudelle Handy
(202) 305-7493

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

Susan Campbell
Grant Coordinator
411 West 1st Street
Duluth, MN 55802
(218) 730-5422

3a. TITLE OF THE PROGRAM

OVW FY 2013 Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

"Coordinated Community Response to Sexual Assault, Domestic Violence and Intimate Partner Sexual Violence"

5. NAME & ADDRESS OF GRANTEE

City of Duluth
411 West 1st Street
Duluth, MN 55802-1185

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2013 TO: 09/30/2016

8. BUDGET PERIOD

FROM: 10/01/2013 TO: 09/30/2016

9. AMOUNT OF AWARD

\$ 285,581

10. DATE OF AWARD

09/12/2013

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 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, reauthorized in the Violence Against Women Act of 2000, 2005, and 2013. The program enhances victim safety and offender accountability in cases of domestic violence, dating violence, sexual assault and stalking by encouraging jurisdictions to implement pro-arrest policies as an effective intervention that is part of a coordinated community response. An integral component of the Arrest Program is the creation and enhancement of collaborative partnerships between criminal justice agencies, victim services providers, and community organizations which respond to sexual assault, domestic violence, dating violence and stalking.

The City of Duluth Police Department's Sex Crimes, Abuse and Neglect (SCAN) Unit will utilize Violence Systems Specialists in improving the response to intimate partner sexual violence (IPSV). This project will serve women, adolescent and up, who have experienced sexual or domestic violence with an emphasis on

addressing intimate partner sexual violence. There will be a continued focus on Native women, recognizing that they are more likely to be victims of sexual violence, intimate partner sexual violence, and trafficking.

This award will provide the City of Duluth with: 1) Systems Specialists for domestic violence and sexual assault within the Duluth Police Department; 2) a half-time Investigator to be dedicated to working on intimate partner sexual assault; 3) a part-time Domestic Violence Systems Specialist; and 4) a part-time Sexual Assault Systems Specialist. These positions will ensure the collaborative work of law enforcement, domestic violence and sexual assault to address the issue of intimate partner sexual violence.

CA/NCF

**Budget.Detail.Narrative
Coordinated Community
Reponse**

A. Personnel		
	City of Duluth Police Department	
	.5 FTE Police Investigator Salary	
	Duluth Police Investigator @\$62,860/yr x .5 FTE x 3 yrs = 94,290	
	The Police 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. Salary balance paid by City.	
	TOTAL PERSONNEL	94,290
B. Fringe Benefits		
	.5 FTE Duluth Police Investigator Fringe Benefits	
	ER PERA = \$4.53/hr	
	ER Medicare = \$.46/hr	
	Health Insur. = \$5.10/hr	
	Dental Insurance = \$.18/hr	
	Life Insurance = \$.09/hr	
	.5 FTE Total Fringe = \$10.36/hr x 2000 hrs/yr = \$20,720/yr x 3 yrs x .5 FTE= \$31,080	
	The Fringe Benefits are in accordance with the City of Duluth employee benefit package. The balance of the fringe will be paid by the City of Duluth.	
	TOTAL FRINGE BENEFITS	31,080
	Total Personnel & Fringe Benefits = \$ 125,370	
C. Travel		
	OVW Mandated Technical Assistance Training (Location TBA)	
	Airfare 1 DPD participant x \$700	700
	Lodging 1 DPD participant x \$188/night x 4 nights	752
	Per diem \$34/day x 1 DPD participant x 5 days = \$170	680
	Employees travel costs.	
	OVW Approved Training	
	Best practices, procedures, protocol and project improvement for project agency personnel from Duluth PD.	
	Total Travel x 1 City of Duluth PD Participant	
	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.	
	TOTAL TRAVEL	2,132
D. Equipment		-
E. Supplies		-
F. Construction		-

**Budget.Detail.Narrative
Coordinated Community
Reponse**

**G. Consultant/Contractual
Domestic Abuse Intervention Programs (DAIP)**

.3 FTE Systems Specialist Salary **37,440**
 .3 FTE Salary @ 12 hrs/wk x \$20/hr x 52 weeks = \$12,480 x 3 yrs. = \$37,440

.3 FTE System Specialist Fringe Benefits **10,664**
 .3 FTE Fringe @ \$11,849/yr x .3FTE x 3 years = \$10,644

FICA	7.65%	\$2,864
Health/Dental Ins	18.00%	\$6,739
Retirement	5.00%	\$1,872
Disability Ins	1.00%	\$374

Will support the work of the Duluth Police Sexual Assault Unit. The Systems Specialist will be responsible for producing statistical analysis and advising PAVSA on development of their data collection, programming and IPSV education development.

Program for Aid to Victims of Sexual Assault (PAVSA)

.7 FTE Project Coordinator/Sexual Assault Systems Specialist Salary **82,992**
 .7 FTE Salary @ \$39,520/yr x .7 FTE x 3 years = \$82,992

.7 FTE Project Coordinator/SA Systems Specialist Fringe **22,117**
 .7 FTE Fringe @ \$10,532/yr x .7 FTE x 3 years = \$22,117

FICA	7.65%	\$3,023
Health/Dental	18%	\$7,114
Disability Ins.	1%	\$395

Will work 28 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 of any new policey 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 on the issue of Intimate Partner Sexual Violence

Subtotal Consultant Fee = \$153,213

Consultant Travel **4,866**

OVW Mandated Training & Technical Assistance	Location TBD	
Airfare @ \$700/person x 3 participants =		\$2,100
Lodging @ \$188/night x 3 participants x 4 nights =		\$2,256
Per diem @ \$34/day x 3 participants x 5 days =		\$510

Subtotal Consultant Travel x 3 participants = \$4,866

TOTAL CONTRACTS & CONSULTANTS = \$158,079

H. Other Costs -

I. Indirect Costs -

Budget.Detail.Narrative
Coordinated Community
Reponse

BUDGET SUMMARY

Budget Category

A. Personnel	<u>94,290</u>
B. Fringe Benefits	<u>31,080</u>
C. Travel	<u>2,132</u>
D. Equipment	<u>-</u>
E. Supplies	<u>-</u>
F. Construction	<u>-</u>
G. Consultants/Contracts	<u>158,079</u>
H. Other	<u>-</u>
Total Direct Costs	<u>285,581</u>
I. Indirect Costs	<u>-</u>
Total Project Costs	<u>285,581</u>
Federal Request	<u>285,581</u>
Non-Federal Amount	<u>-</u>