

PUBLIC SAFETY COMMITTEE

13-0496R

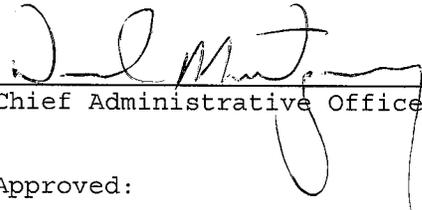
RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO ACCEPT A SUPPLEMENTAL GRANT FROM THE DEPARTMENT OF JUSTICE OFFICE OF VIOLENCE AGAINST WOMEN IN THE AMOUNT OF \$200,000 AS PART OF THE BLUEPRINT FOR SAFETY ADAPTATION DEMONSTRATION PROJECT AND AUTHORIZING AN AGREEMENT WITH DOMESTIC ABUSE INTERVENTION PROGRAMS.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to accept a supplemental grant in the amount of \$200,000 from the U.S. department of justice office of violence against women to be used for the Blueprint for Safety adaptation demonstration project, and to execute the grant agreement, substantially the same as that on file in the office of the city clerk as Public Document No. _____, funds to be deposited in Fund 210-030-3180-4209-02 (special projects fund, finance department, Blueprint for Safety grant, direct federal grants - operating).

FURTHER RESOLVED, that the proper city officials are authorized to enter into an agreement, substantially the same as that on file in the office of the city clerk as Public Document No. _____, with Domestic Abuse Intervention Programs, for services to be conducted in accordance with the terms and conditions of the grant application and grant agreement, funds to be paid from Fund 210-030-3180-5319 (special projects fund, finance department, Blueprint for Safety grant, other professional services).

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

ADM/ATTY GBJ:cjh 9/23/2013

STATEMENT OF PURPOSE: This resolution accepts a supplemental grant from the Office of Violence Against Women in the amount of \$200,000 for continuation of the Blueprint for Safety Adaptation Project. The Blueprint for Safety is described as a prototype that can be used by any community hoping to link its criminal justice agencies together in a coherent, philosophically sound domestic violence intervention model. The city of Duluth is acting as the lead agency for this domestic violence prevention initiative within the community. The city has been chosen as one of only three cities nationally to participate in this project. The original grant was awarded in 2011 in the amount of \$196,500. This supplemental grant is for an additional two year period and provides continued funding for expenses related to the coordination and implementation of the project. This resolution further authorizes an agreement for services with Domestic Abuse Intervention Programs. There is no required city match to grant.

**BLUEPRINT FOR SAFETY
ADAPTATION DEMONSTRATION PROJECT
SUPPLEMENTAL GRANT**

**AGREEMENT
DOMESTIC ABUSE INTERVENTION PROGRAMS**

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

WHEREAS, in 2011 the City received a grant from the U.S. Department of Justice, Office on Violence Against Women (the "Department") Award No. 2011-WE-AX-K003, for implementation of the Blueprint for Safety Adaptation Demonstration Project (the "Project"), approved by City Council Resolution 11-0516; and

WHEREAS, the City has received a supplemental grant from the Department which is attached hereto as Exhibit A (the "Supplemental Grant"), for continuation of the Project; and

WHEREAS, the City entered into a Memorandum of Understanding executed by agencies participating in the Project on October 11, 2012, (the "MOU"), which is attached hereto as Exhibit B setting forth the guidelines for the continuation of the Project; and

WHEREAS, the City desires to contract with Consultant to continue to perform certain aspects of the Project under the Supplemental Grant.

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

1. Consultant agrees to carry out its responsibilities as outlined in the above-referenced Supplemental Grant and MOU and specifically shall designate a Blueprint Project coordinator position to work in partnership with the participating agencies. In addition Consultant agrees to carry out City's responsibilities under the terms and conditions of the Supplemental Grant as they pertain to the services to be provided by Consultant hereunder to the extent possible and, to the extent that Consultant cannot so perform City's responsibilities under the terms of the Supplemental Grant, to assist City to the best of its ability in so fulfilling such responsibilities as they pertain to Consultant's services.

2. City agrees to reimburse Consultant for eligible expenses incurred in carrying out its responsibilities under Paragraph 1 of this Agreement on a monthly basis upon submittal of invoices in a form acceptable to the City's Auditor; provided that such reimbursement shall not exceed a total amount of \$200,000 (Less 5% if the requirements of Section 20 of the Supplemental Grant Special Conditions cannot be met before the end of the Supplemental Grant term). Eligible expenses shall mean the salary and fringe benefits of the Blueprint Project Coordinator in the amounts set forth in the Consultant's portion of the Supplemental Grant budget attached hereto as Exhibit C and expenses for "Travel" in the amount set forth in the Supplemental Grant budget. All payments by the City pursuant to this Agreement shall be made from Fund 210-030-3180-5319.
3. The term of this Agreement shall be deemed to have commenced September 13, 2013 (consistent with the Supplemental Grant term) and shall terminate August 31, 2015, 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 Supplemental Grant and upon the prior written approval of the City, the term of this Agreement may be extended up to the date of the Supplemental Grant extension.
4. Records shall be maintained by Consultant in accordance with requirements prescribed by City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.
5. Consultant shall be responsible for furnishing to City records, data and information as City may require pertaining to matters covered by this Agreement.
6. City or Consultant may, upon written notice, terminate this Agreement in whole or in part without cause. In the event of termination all property and finished or unfinished documents and other writings prepared by Consultant under this Agreement shall become the property of Consultant and Consultant shall promptly deliver the same to City.
7. It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever. Consultant shall not be considered an employee of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota

on behalf of Consultant while so engaged and any and all claims whatsoever on behalf of Consultant arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, its officers, agents, contractors or employees shall in no way be the responsibility of the City. Consultant and its officers and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay. Furthermore, Consultant agrees to defend, indemnify and save harmless the City and its officers, agents, servants and employees from any liability or judgments of any kind whatsoever arising out of the performance or nonperformance by Consultant and its officers, agents, servants and employees of the work specified in this Agreement. On ten (10) days' written notice from City, Consultant shall appear and defend all lawsuits against City growing out of such injuries or damages.

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

- A. Liability Insurance

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

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

B. Workers' Compensation

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

C. Requirements for All Insurance

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

D. Certifications

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

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

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

11. Notice to City or Consultant provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the

addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

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

Consultant: Domestic Abuse Intervention Programs
Attn: Linda Riddle, Executive Director
202 East Superior Street
Duluth, MN 55802

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

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

Dated this _____ day of _____, 2013.

CITY OF DULUTH

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

By _____
Mayor

By _____
Its _____

Attest _____
City Clerk

Countersigned:

City Auditor

Approved as to form:

City Attorney



Department of Justice

Office on Violence Against Women

September 13, 2013

Washington, D.C. 20531

The Honorable Don Ness
City of Duluth
411 West First Street
City Hall
Duluth, MN 55802

Dear Mayor Ness:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office on Violence Against Women has approved your application for funding under the Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program: Blueprint for Safety Demonstration Project in the amount of \$200,000 for City of Duluth. This award provides the opportunity for recipients to develop and strengthen effective responses to violence against women. Through this cooperative agreement, the City of Duluth will adapt the Blueprint for Safety model to meet the specific needs of their community.

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

If you have questions regarding this award, please contact Paule Tessier at (202) 353-8408. For financial grants management questions, contact the OVW Grants Financial Management Division at (202) 514-8556, or by e-mail at ovw.gfmd@usdoj.gov. For payment questions, contact the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or by email at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Bea Hanson".

Bea Hanson
Acting Director

Enclosures

EXHIBIT A



Department of Justice

Office of Justice Programs

Office for Civil Rights

Washington, D.C. 20531

September 13, 2013

The Honorable Don Ness
City of Duluth
411 West First Street
City Hall
Duluth, MN 55802

Dear Mayor Ness:

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

Ensuring Access to Federally Assisted Programs

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

Providing Services to Limited English Proficiency (LEP) Individuals

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

Ensuring Equal Treatment for Faith-Based Organizations

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

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

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discriminat

Enforcing Civil Rights Laws

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

Complying with the Safe Streets Act or Program Requirements

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

1) Meeting the EEOP Requirement

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

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

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

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

2) Submitting Findings of Discrimination

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

Ensuring the Compliance of Subrecipients

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

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 616-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



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

Washington, D.C. 20531

September 13, 2013

The Honorable Don Ness
City of Duluth
411 West First Street
City Hall
Duluth, MN 55802

Reference Grant Number: 2011-WE-AX-K003
Supplemental Budget Number: 1

Dear Mayor Ness:

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

Category	Prior Budget	Supplemental Budget	Total
Personnel	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0
Travel	\$6,000	\$3,754	\$9,754
Equipment	\$0	\$0	\$0
Supplies	\$0	\$0	\$0
Construction	\$0	\$0	\$0
Contractual	\$170,500	\$196,246	\$366,746
Other	\$20,000	\$0	\$20,000
Total Direct Cost	\$196,500	\$200,000	\$396,500
Indirect Cost	\$0	\$0	\$0
Total Project Cost	\$196,500	\$200,000	\$396,500
Federal Funds Approved:	\$196,500	\$200,000	\$396,500
Non-Federal Share:	\$0	\$0	\$0
Program Income:	\$0	\$0	\$0

If you have questions regarding this award, please contact:

- Program Questions, Paule Tessier, Program Manager at (202) 353-8408
- Financial Grants Management Questions, the OVW Grants Financial Management Division at (202) 514-8556, or by e-mail at ovw.gfmd@usdoj.gov
- Payment Questions, the Office of Chief Financial Officer, Customer Service Center(CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Donna Simmons".

Donna Simmons
Associate Director, Grants Financial Management Division



Department of Justice
Office on Violence Against Women

Cooperative Agreement

<p>1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Duluth 411 West First Street City Hall Duluth, MN 55802</p>	<p>4. AWARD NUMBER: 2011-WE-AX-K003</p>	
<p>1A. GRANTEE IRS/VENDOR NO. 416005106</p>	<p>5. PROJECT PERIOD: FROM 07/01/2011 TO 08/31/2015 BUDGET PERIOD: FROM 07/01/2011 TO 08/31/2015</p>	<p>7. ACTION Supplemental</p>
<p>3. PROJECT TITLE The Blueprint for Safety</p>	<p>6. AWARD DATE 09/13/2013</p>	<p>9. PREVIOUS AWARD AMOUNT \$ 196,500</p>
<p>12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTHON THE ATTACHED PAGE(S).</p>	<p>8. SUPPLEMENT NUMBER 01</p>	<p>10. AMOUNT OF THIS AWARD \$ 200,000</p>
<p>13. STATUTORY AUTHORITY FOR GRANT This project is supported under 42 U.S.C. 3796hh - 3796hh-4 (OVW - Arrest)</p>	<p>11. TOTAL AWARD \$ 396,500</p>	
<p>15. METHOD OF PAYMENT GPRS</p>		

AGENCY APPROVAL	GRANTEE ACCEPTANCE
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<p>16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Bea Hanson Acting Director</p>	<p>18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Don Ness Mayor</p>
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<p>17. SIGNATURE OF APPROVING OFFICIAL </p>	<p>19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL</p>	<p>19A. DATE</p>
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AGENCY USE ONLY

<p>20. ACCOUNTING CLASSIFICATION CODES FISCALY FUND C BUD.A OFC. DIV.RE SUB. POMS AMOUNT EAR ODE CT. G. X A W4 29 00 00 20000</p>	<p>21. W413D00061</p>
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Department of Justice
Office on Violence Against Women

**AWARD
CONTINUATIONSHEET
Cooperative Agreement**

PAGE 2 OF 11

PROJECT NUMBER 2011-WE-AX-K003

AWARD DATE 09/13/2013

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



Department of Justice
Office on Violence Against Women

**AWARD
CONTINUATIONSHEET
Cooperative Agreement**

PAGE 3 OF 11

PROJECT NUMBER 2011-WE-AX-K003

AWARD DATE 09/13/2013

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 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).
14. 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.



Department of Justice
Office on Violence Against Women

**AWARD
CONTINUATIONSHEET
Cooperative Agreement**

PAGE 4 OF 11

PROJECT NUMBER 2011-WE-AX-K003

AWARD DATE 09/13/2013

SPECIAL CONDITIONS

15. 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.
16. 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.
17. 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.
18. 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.

19. 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".
20. The grantee agrees to attend and participate in OVW-sponsored technical assistance. Technical assistance includes, but is not limited to, national and regional conferences, audio conferences, peer-to-peer consultations, and workshops.



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21. The grantee agrees to submit for OVW review and approval any anticipated addition of, removal of, or change in collaborating partner agencies or individuals who are signatories of the Memorandum of Understanding, and if applicable, the Internal Memorandum of Agreement.
22. The recipient agrees that it will submit quarterly financial status reports to OVW on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
23. The Director of OVW, upon a finding that there has been substantial failure by the 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.
24. The grantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, and OVW's implementing regulations at 28 CFR Part 90.
25. The 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>.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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 de-duplicated from its award and returned to OVW.



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31. 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.
32. The recipient agrees to submit one copy of all required reports and any other written materials or products that are funded under this project not less than twenty (20) days prior to public release for OVW review and approval. Prior review and approval of all such material is required if project funds are to be used to publish or distribute any written material developed under this award.
33. 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.
34. 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.
35. The cost allowed for logistical conference planning (this is applicable regardless of whether the recipient is planning in-house or is contracting with an outside conference planner) is limited to \$50 for each attendee (costs of trainers, instructors, presenters and facilitators are to be included as attendees when calculating the planning threshold), not to exceed a cumulative total of \$8,750. For example, if the number of attendees at a conference is 100, the cost allowed for a logistical planner is \$5,000 (\$50 X 100 attendees). Indirect cost rates must be applied to conference planning costs in accordance with negotiated agreements and must be included when calculating the planning thresholds. If it is expected that the conference planning will meet these limitations, no further justification is required. If these limitations are expected to be exceeded, the recipient must justify the costs in writing and those costs must be approved by the Office on Violence Against Women before the recipient proceeds with the logistical planning.



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36. The cost allowed for programmatic conference planning (this is applicable regardless of whether the recipient is planning in-house or is contracting with an outside programmatic conference planner) is limited to \$200 for each attendee (costs of trainers, instructors, presenters and facilitators are to be included as attendees when calculating the planning threshold) not to exceed a cumulative cost total of \$35,000. For example, if the number of attendees at the conference is 100, the cost allowed for a programmatic planner is \$20,000 (\$200 X 100 attendees). Indirect cost rates must be applied to conference planning costs in accordance with negotiated agreements and must be included when calculating the planning thresholds. If these limitations are met, no further justification or approval is required. If it is expected that these limitations will be exceeded, the costs must be justified in writing and approved by the Office on Violence Against Women before the recipient proceeds with the programmatic planning.
37. Recipients must limit the cost of conference space and audio-visual equipment to \$25 per day per attendee, not to exceed a total of \$20,000 for the conference. Indirect cost rates must be applied to conference space and audio-visual equipment costs in accordance with negotiated agreements, and must be included when calculating this threshold. If these limitations are going to be exceeded the recipient must submit a justification, in writing to the Office on Violence Against Women for approval before the recipient enters into any contract for the use of conference space and audio-visual equipment.
38. Trinkets (items such as hats, mugs, portfolios, t-shirts, coins, etc., regardless of whether they include the conference name or logo) must not be purchased with funds made available under this agreement. Basic supplies that are necessary for use during the conference (e.g., pens, paper, name tags) may be purchased.
39. Funds made available under this agreement may not be used for costs of entertainment, including amusement, diversion, social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities).
40. Subject to OVW prior approval, and under limited circumstances, OVW funds may be used to purchase food and/or beverages for meals served during a meeting, conference or training and under very specific circumstances, during refreshment breaks. Refreshment breaks will only be considered where there are unique and extenuating circumstances and require significant justification. OVW may approve the use of funds to purchase food and/or beverages served at a working meal if the recipient can justify that provision of the meal is necessary to accomplish official business and enhance the cost effectiveness of the conference. For example, a meal may be permissible where the conference would need to be extended if the working meal is not provided.

Furthermore, if a meal is approved by OVW, the cost of any individual meal, plus taxes and any hotel service costs (e.g., labor cost for room setup), must not exceed 150 percent of the General Services Administration (GSA) Meals and Incidental Expenses (M&IE) rate for that meal in that locality per attendee. OVW strongly encourages costs to stay at or below 100% of the applicable per diem rate for any meal provided, including any service costs. The current GSA M&IE rate breakdown by meal and by locality can be found at <http://www.gsa.gov/portal/content/101518>. This restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organizations travel policy.

41. The recipient must complete and submit the Conference and Events Approval Form to OVW for review and approval prior to entering into any contract (with the exception of logistical or programmatic planning contracts) or expending any funds for any meeting, conference, training, or other event.

42. Within 30 days after the end of any conference, meeting, or training, the recipient must submit a final report to OVW.



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43. 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.



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44. TERMS OF COOPERATIVE AGREEMENT

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

STATEMENT OF FEDERAL INVOLVEMENT

The Office on Violence Against Women will:

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



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45. TERMS OF COOPERATIVE AGREEMENT

STATEMENT OF RECIPIENT RESPONSIBILITIES

The City of Duluth will:

1. Utilize OVW training and technical assistance (TA) to implement the Blueprint for Safety Demonstration project in an effort to improve their criminal justice system/s coordination and response to domestic violence;
2. Establish and maintain working committees or groups, as designated by OVW to assess the current state of their criminal justice system's response to domestic violence and review, evaluate, and revise identified policy, practices and procedures to be consistent with the six Blueprint principles.
3. Develop a plan for review and approval by OVW, for any data sharing or technology needs that will enhance the project's implementation.
4. Establish an implementation committee to facilitate and monitor the implementation and compliance for of the newly developed unified protocol, the Duluth Blueprint for Safety.
5. Maintain a current Memorandum of Agreement (MOU) with all key project agencies that identifies assigned members to working groups or committees, establishes project tasks to be accomplished and who will be responsible for each task, and states the agencies commitment to project and its processes, which includes consideration of disparity and unintended consequences.
6. Participate in scheduled on-site and off-site TA training events, video conferences, meetings, and on-going working group sessions.
7. Actively participate, in coordination with the TA consultant team, in all assessment and evaluation processes working towards the development of an agreed upon, unified Blueprint for Safety protocol, that articulates how the criminal justice system will respond to domestic violence criminal cases.
8. Actively participate, in coordination with the TA Provider consultant team, for the implementation of the site's Blueprint for Safety and work diligently for the compliance of established document.
9. Maintain one qualified full-time Program Coordinator (not less than 32 hours per week) who will work closely with the OVW TA Consultant Team and designated OVW TA providers, to facilitate the project's implementation at the local level.
10. Work in coordination with the local non-profit victim service provider to provide meaningful participation opportunities throughout all phases of this project.
11. Compile documentation of all site visits, meetings, trainings, webinars, telephonic or video conference calls, and other relevant events, which at a minimum will include:
 - a) names and the organization of individuals that participated;
 - b) date of the event;
 - b) state the purpose and summary of the discussion; and



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



Department of Justice

Office on Violence Against Women

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

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

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

Blueprint for Safety Adaptation Demonstration Project
Memorandum of Understanding (MOU)
Applicant Community: Duluth, MN

Background

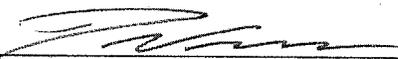
- A. The Blueprint for Safety identified in this MOU agreement refers to the document created as an adjunct to the Saint Paul Blueprint for Safety, developed in partnership between Praxis International and the City of St. Paul, Minnesota, with funding from the Minnesota State Legislature. The Blueprint for Safety is a template for communities to follow when creating a cohesive set of policies, protocols and procedures to improve victim safety and offender accountability with regard to domestic violence.
- B. Praxis International was awarded funds by the federal Office on Violence Against Women (OVW) to support the objective of assisting other communities to create a fully-integrated and coordinated response to domestic-assault-related cases using the Blueprint for Safety as a guide (Blueprint for Safety Adaptation Demonstration Project). OVW funds provide intensive technical assistance through Praxis and a local coordinator position.
- C. This MOU was developed to clarify roles and responsibilities agreed to by participating agencies in local Blueprint Project sites. Agencies signing this MOU agree to:
 1. Participate in examining, redrafting, and enhancing policies, protocols, and documentary practices governing each practitioner who has a significant role in processing domestic violence cases.
 2. Produce policies, procedures, and implementation processes that are consistent with the six Blueprint Principles:
 - Adherence to an interagency approach
 - Attention to context and severity of the violence
 - Recognition of domestic violence as a patterned crime requiring continuing engagement
 - Providing swift and sure consequences
 - Sending messages of help and accountability
 - Reducing unintended consequences and disparity of impact
 3. Ensure that the community-based advocacy program is included in all phases of policy and protocol development and is invited to regularly participate in the interagency planning and implementation meetings.
 4. Build into policies and procedures practices that will reduce unintended harmful consequences of reform efforts for certain groups of people, victims of ongoing abuse who use violence against their abusers, people with disabilities, and victims who are marginalized by race, poverty or sexual orientation.
 5. Assign staff that will help write and oversee their implementation of the Blueprint.
 6. Work with consultants from Praxis International to develop and implement the Blueprint.
 7. Ensure a high rate of practitioner compliance to the community's Blueprint policies and protocols.
- D. In addition to the above agreements, the Lead Agency agrees to:
 1. Employ the local Blueprint Project coordinator.
 2. Submit timely reports as required by the Office on Violence Against Women.
 3. Identify the need for and promptly request technical assistance from Praxis International.

EXHIBIT B

Signing agencies agree to:

- A. Participate in technical assistance and training events and actively participate in planning and coordination meetings, including video conferencing sessions.
- B. Participate as a future mentor site and share their experience in becoming a Blueprint community. Mentoring activities include participating in video conferences with new Blueprint sites, hosting visits from other jurisdictions hoping to become Blueprint communities, and participating in audio, video and on-site trainings of other sites.

**Blueprint for Safety Adaptation Demonstration Project – Memorandum of Understanding
Signatures of Agency Directors or Designees**



Mayor Don Ness
Lead Agency – City of Duluth, MN

10-11-12
Date



Sheriff Ross Litman
St. Louis County Sheriff's Office
911 Emergency Communications Center
St. Louis County Jail

10/11/12
Date



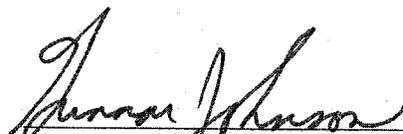
Chief Gordon Ramsay
Duluth Police Department

10-11-2012
Date



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

10-11-12
Date



City Attorney Gunnar Johnson
Duluth City Attorney's Office

10-11-12
Date



Director Kay Arola
Arrowhead Regional Corrections

10-11-12
Date



Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

September 13, 2013

The Honorable Don Ness
City of Duluth
411 West First Street
City Hall
Duluth, MN 55802

Dear Mayor Ness:

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

Ensuring Access to Federally Assisted Programs

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

Providing Services to Limited English Proficiency (LEP) Individuals

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

Ensuring Equal Treatment for Faith-Based Organizations

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

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

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

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

Enforcing Civil Rights Laws

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

Complying with the Safe Streets Act or Program Requirements

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

1) Meeting the EEO Requirement

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

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

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

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

2) Submitting Findings of Discrimination

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

Ensuring the Compliance of Subrecipients

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

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

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



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

Washington, D.C. 20531

September 13, 2013

The Honorable Don Ness
City of Duluth
411 West First Street
City Hall
Duluth, MN 55802

Reference Grant Number: 2011-WE-AX-K003
Supplemental Budget Number: 1

Dear Mayor Ness:

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

Category	Prior Budget	Supplemental Budget	Total
Personnel	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0
Travel	\$6,000	\$3,754	\$9,754
Equipment	\$0	\$0	\$0
Supplies	\$0	\$0	\$0
Construction	\$0	\$0	\$0
Contractual	\$170,500	\$196,246	\$366,746
Other	\$20,000	\$0	\$20,000
Total Direct Cost	\$196,500	\$200,000	\$396,500
Indirect Cost	\$0	\$0	\$0
Total Project Cost	\$196,500	\$200,000	\$396,500
Federal Funds Approved:	\$196,500	\$200,000	\$396,500
Non-Federal Share:	\$0	\$0	\$0
Program Income:	\$0	\$0	\$0

If you have questions regarding this award, please contact:

- Program Questions, Paule Tessier, Program Manager at (202) 353-8408
- Financial Grants Management Questions, the OVW Grants Financial Management Division at (202) 514-8556, or by e-mail at ovw.gfmd@usdoj.gov
- Payment Questions, the Office of Chief Financial Officer, Customer Service Center(CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,



Donna Simmons

Associate Director, Grants Financial Management Division



Department of Justice
Office on Violence Against Women

Cooperative Agreement

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Duluth 411 West First Street City Hall Duluth, MN 55802		4. AWARD NUMBER: 2011-WE-AX-K003	
		5. PROJECT PERIOD: FROM 07/01/2011 TO 08/31/2015 BUDGET PERIOD: FROM 07/01/2011 TO 08/31/2015	
1A. GRANTEE IRS/VENDOR NO. 416005106		6. AWARD DATE 09/13/2013	7. ACTION Supplemental
		8. SUPPLEMENT NUMBER 01	
3. PROJECT TITLE The Blueprint for Safety		9. PREVIOUS AWARD AMOUNT \$ 196,500	
		10. AMOUNT OF THIS AWARD \$ 200,000	
		11. TOTAL AWARD \$ 396,500	
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 FISCALYFUND C BUD.A OFC. DIV.RE SUB. POMS AMOUNT EAR ODE CT. G.		21. W413D00061	
X A W4 29 00 00 200000			

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

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

Department of Justice

Office of Violence Against Women

Grant Award Cooperative Agreement

Project No. 2011-WE-AX-K003

CITY OF DULUTH
(Additional Required Signatures)

Attest: _____
City Clerk

Countersigned:

City Auditor

Approved as to form:

City Attorney



Department of Justice
Office on Violence Against Women

**AWARD
CONTINUATIONSHEET
Cooperative Agreement**

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PROJECT NUMBER 2011-WE-AX-K003

AWARD DATE 09/13/2013

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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Office on Violence Against Women

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PROJECT NUMBER 2011-WE-AX-K003

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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 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).
14. 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.



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Office on Violence Against Women

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15. 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.
16. 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.
17. 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.
18. 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.
19. 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".
20. The grantee agrees to attend and participate in OVW-sponsored technical assistance. Technical assistance includes, but is not limited to, national and regional conferences, audio conferences, peer-to-peer consultations, and workshops conducted by OVW-designated technical assistance providers. All grantees must attend and participate in a minimum of three (3) OVW-sponsored trainings throughout the duration of the award. All training will be coordinated by the OVW-sponsored technical assistance provider.



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21. The grantee agrees to submit for OVW review and approval any anticipated addition of, removal of, or change in collaborating partner agencies or individuals who are signatories of the Memorandum of Understanding, and if applicable, the Internal Memorandum of Agreement.
22. The recipient agrees that it will submit quarterly financial status reports to OVW on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
23. The Director of OVW, upon a finding that there has been substantial failure by the 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.
24. The grantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, and OVW's implementing regulations at 28 CFR Part 90.
25. The 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>.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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.



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Office on Violence Against Women

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31. 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.
32. The recipient agrees to submit one copy of all required reports and any other written materials or products that are funded under this project not less than twenty (20) days prior to public release for OVW review and approval. Prior review and approval of all such material is required if project funds are to be used to publish or distribute any written material developed under this award.
33. 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.
34. 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.
35. The cost allowed for logistical conference planning (this is applicable regardless of whether the recipient is planning in-house or is contracting with an outside conference planner) is limited to \$50 for each attendee (costs of trainers, instructors, presenters and facilitators are to be included as attendees when calculating the planning threshold), not to exceed a cumulative total of \$8,750. For example, if the number of attendees at a conference is 100, the cost allowed for a logistical planner is \$5,000 (\$50 X 100 attendees). Indirect cost rates must be applied to conference planning costs in accordance with negotiated agreements and must be included when calculating the planning thresholds. If it is expected that the conference planning will meet these limitations, no further justification is required. If these limitations are expected to be exceeded, the recipient must justify the costs in writing and those costs must be approved by the Office on Violence Against Women before the recipient proceeds with the logistical planning.



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36. The cost allowed for programmatic conference planning (this is applicable regardless of whether the recipient is planning in-house or is contracting with an outside programmatic conference planner) is limited to \$200 for each attendee (costs of trainers, instructors, presenters and facilitators are to be included as attendees when calculating the planning threshold) not to exceed a cumulative cost total of \$35,000. For example, if the number of attendees at the conference is 100, the cost allowed for a programmatic planner is \$20,000 (\$200 X 100 attendees). Indirect cost rates must be applied to conference planning costs in accordance with negotiated agreements and must be included when calculating the planning thresholds. If these limitations are met, no further justification or approval is required. If it is expected that these limitations will be exceeded, the costs must be justified in writing and approved by the Office on Violence Against Women before the recipient proceeds with the programmatic planning.
37. Recipients must limit the cost of conference space and audio-visual equipment to \$25 per day per attendee, not to exceed a total of \$20,000 for the conference. Indirect cost rates must be applied to conference space and audio-visual equipment costs in accordance with negotiated agreements, and must be included when calculating this threshold. If these limitations are going to be exceeded the recipient must submit a justification, in writing to the Office on Violence Against Women for approval before the recipient enters into any contract for the use of conference space and audio-visual equipment.
38. Trinkets (items such as hats, mugs, portfolios, t-shirts, coins, etc., regardless of whether they include the conference name or logo) must not be purchased with funds made available under this agreement. Basic supplies that are necessary for use during the conference (e.g., pens, paper, name tags) may be purchased.
39. Funds made available under this agreement may not be used for costs of entertainment, including amusement, diversion, social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities).
40. Subject to OVW prior approval, and under limited circumstances, OVW funds may be used to purchase food and/or beverages for meals served during a meeting, conference or training and under very specific circumstances, during refreshment breaks. Refreshment breaks will only be considered where there are unique and extenuating circumstances and require significant justification. OVW may approve the use of funds to purchase food and/or beverages served at a working meal if the recipient can justify that provision of the meal is necessary to accomplish official business and enhance the cost effectiveness of the conference. For example, a meal may be permissible where the conference would need to be extended if the working meal is not provided.

Furthermore, if a meal is approved by OVW, the cost of any individual meal, plus taxes and any hotel service costs (e.g., labor cost for room setup), must not exceed 150 percent of the General Services Administration (GSA) Meals and Incidental Expenses (M&IE) rate for that meal in that locality per attendee. OVW strongly encourages costs to stay at or below 100% of the applicable per diem rate for any meal provided, including any service costs. The current GSA M&IE rate breakdown by meal and by locality can be found at <http://www.gsa.gov/portal/content/101518>. This restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organizations travel policy.

41. The recipient must complete and submit the Conference and Events Approval Form to OVW for review and approval prior to entering into any contract (with the exception of logistical or programmatic planning contracts) or expending any funds for any meeting, conference, training, or other event.
42. Within 30 days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with a completed Conference and Events Reporting Form found at <http://www.ovw.usdoj.gov/receive-grant.html>.



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Office on Violence Against Women

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PROJECT NUMBER 2011-WE-AX-K003

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43. 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.



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Office on Violence Against Women

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Cooperative Agreement**

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PROJECT NUMBER 2011-WE-AX-K003

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SPECIAL CONDITIONS

44. TERMS OF COOPERATIVE AGREEMENT

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

STATEMENT OF FEDERAL INVOLVEMENT

The Office on Violence Against Women will:

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



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Office on Violence Against Women

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SPECIAL CONDITIONS

45. TERMS OF COOPERATIVE AGREEMENT

STATEMENT OF RECIPIENT RESPONSIBILITIES

The City of Duluth will:

1. Utilize OVW training and technical assistance (TA) to implement the Blueprint for Safety Demonstration project in an effort to improve their criminal justice system/s coordination and response to domestic violence;
2. Establish and maintain working committees or groups, as designated by OVW to assess the current state of their criminal justice system's response to domestic violence and review, evaluate, and revise identified policy, practices and procedures to be consistent with the six Blueprint principles.
3. Develop a plan for review and approval by OVW, for any data sharing or technology needs that will enhance the project's implementation.
4. Establish an implementation committee to facilitate and monitor the implementation and compliance for of the newly developed unified protocol, the Duluth Blueprint for Safety.
5. Maintain a current Memorandum of Agreement (MOU) with all key project agencies that identifies assigned members to working groups or committees, establishes project tasks to be accomplished and who will be responsible for each task, and states the agencies commitment to project and its processes, which includes consideration of disparity and unintended consequences.
6. Participate in scheduled on-site and off-site TA training events, video conferences, meetings, and on-going working group sessions.
7. Actively participate, in coordination with the TA consultant team, in all assessment and evaluation processes working towards the development of an agreed upon, unified Blueprint for Safety protocol, that articulates how the criminal justice system will respond to domestic violence criminal cases.
8. Actively participate, in coordination with the TA Provider consultant team, for the implementation of the site's Blueprint for Safety and work diligently for the compliance of established document.
9. Maintain one qualified full-time Program Coordinator (not less than 32 hours per week) who will work closely with the OVW TA Consultant Team and designated OVW TA providers, to facilitate the project's implementation at the local level.
10. Work in coordination with the local non-profit victim service provider to provide meaningful participation opportunities throughout all phases of this project.
11. Compile documentation of all site visits, meetings, trainings, webinars, telephonic or video conference calls, and other relevant events, which at a minimum will include:
 - a) names and the organization of individuals that participated;
 - b) date of the event;
 - b) state the purpose and summary of the discussion; and
 - c) details for next steps or outcomes.
12. Work cooperatively with OVW in the development and implementation of this project, including providing a meaningful opportunity for OVW staff to:
 - a) participate in project-related planning meetings and conference calls;



Department of Justice
Office on Violence Against Women

**AWARD
CONTINUATIONSHEET
Cooperative Agreement**

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PROJECT NUMBER 2011-WE-AX-K003

AWARD DATE 09/13/2013

SPECIAL CONDITIONS

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



Department of Justice

Office on Violence Against Women

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

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

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



Department of Justice
Office on Violence Against Women

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

Cooperative Agreement

PROJECT NUMBER

2011-WE-AX-K003

PAGE 1 OF 1

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

1. STAFF CONTACT (Name & telephone number)

Paule Tessier
(202) 353-8408

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

Mary Asmus
Assistant City Attorney
411 West 1st Street
City Hall
Duluth, MN 55802-0000
(218) 730-5490

3a. TITLE OF THE PROGRAM

OVW FY 2012 Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program: Blueprint for Safety Demonstration Project

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

The Blueprint for Safety

5. NAME & ADDRESS OF GRANTEE

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

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 07/01/2011 TO: 08/31/2015

8. BUDGET PERIOD

FROM: 07/01/2011 TO: 08/31/2015

9. AMOUNT OF AWARD

\$ 200,000

10. DATE OF AWARD

09/13/2013

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 Office on Violence Against Women (OVW) has entered into a cooperative agreement with Praxis International, Inc., and its project partners to implement the Blueprint for Safety Adaptation Demonstration Project. The Blueprint for Safety is a set of plans for interagency case processing in the criminal justice system, anchored in six foundational principles: 1) Adhere to an interagency approach and collective intervention goals; 2) Build attention to the context and severity of the abuse into each intervention; 3) Recognize that most domestic violence is a patterned crime requiring continuing engagement with victims of abuse and offenders; 4) Ensure sure and swift consequences for continued abuse; 5) Use the authority of the criminal justice system to send messages of help and accountability; and 6) Act in ways that reduce unintended consequences and the disparity of impact on victims and offenders.

The City of Duluth, Minnesota as a selected demonstration site will continue create a customized version of the Blueprint for Safety: An Interagency Response to Domestic Violence Crimes. The City of Duluth will receive a 24-month award to continue to provide support for the planning, implementation and compliance

evaluation phases of this project. Through this continuation award, the City of Duluth will: 1) continue their interagency working group processes and move towards developing an Implementation Committee comprised of key staff from the criminal justice system, in consultation with a designated local non-profit victim service provider; 2) maintain a MOU with key agencies, demonstrating their commitment and outlining their roles and responsibilities; 3) participate in specialized technical assistance offered by Praxis International, Inc., their consultants and partners; 4) continue to review and assess agency policies, practices and procedures based on the six Blueprint for Safety foundational principles and continue the work towards developing one agreed upon protocol for the criminal justice system's response to domestic violence criminal cases; 5) facilitate training for criminal justice system employees in conjunction with the implementation of their adapted Blueprint for Safety protocol; 6) evaluate key indicators and outcomes for the compliance and impact of their Blueprint for Safety protocol; and 7) establish an accountability oversight body or committee that possesses the authority to review, incorporate needed changes and make compliance recommendations to the Blueprint protocol key agencies.

NC/NCF