

AGREEMENT
Between the City of Saint Paul and Saint Paul and Ramsey County Domestic Abuse Intervention Project

THIS AGREEMENT, made and entered into this 31st day of October, 2016, is by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as “**Provider**” and Saint Paul and Ramsey County Domestic Abuse Intervention Project, a non-profit, 501(C) (3) organization whose address is 394 Dayton Avenue, Saint Paul, Minnesota, 55102, hereinafter referred to as “**SPIP.**”

The Provider and SPIP, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

SECTION 1: Scope of Services.

- A. Provider agrees to provide services or perform activities as related to its individual entity as described in the attached federal grant award and including abstracts and agreements. (Attachment A).
- B. The Provider is required to comply with special conditions as it relates to sub-grantees of the award as defined in original award agreement (Attachment B).
- C. No changes are to be made to Section 1 of this agreement unless agreed upon in writing by both the Provider and SPIP.

SECTION 2: Time for Completion.

- A. The services described in Section 1 shall be commenced on October 1, 2016, and will be completed in accordance with the schedule mutually agreed upon with the City through September 30, 2019.
- B. Provider shall not proceed with any task outside of the grant award without specific authorization from the Project Manager designated by SPIP.

SECTION 3: Billings, Payment and Reporting.

- A. For the Provider’s faithful performance of this Agreement, SPIP hereby agrees to compensate the Provider in the amounts and according to the provisions of the grant award agreement approved budget (Attachment C). Total payments to the Provider shall not exceed \$294,437.
- B. The above amounts shall fully compensate the Provider for all costs. No claim for services and/or costs provided by the Provider, not specifically provided for in this Agreement will be honored by SPIP.
- C. Provider shall submit programmatic reporting as specified by Attachment D of this agreement. An itemized invoice as well as detailed backup documents will be sent to SPIP by the 20th of the month following the end of each quarter. Provider shall submit the detailed backup within the budget categories as detailed on Attachment B. Upon receipt of the invoice and verification of the charges by the Project Manager, payment shall be made by SPIP to the Provider within thirty (30) days.

D. No payments shall be made to Provider without programmatic and fiscal requirements completed.

E. In the event the Provider fails to comply with any terms or conditions of the Agreement or grant award (see Attachment A) or to provide in any manner the work or services as agreed to herein, SPIP will notify the Provider as specified in Section 4 if this agreement.

SECTION 4: Project Management.

A. SPIP requires the Provider to assign specific individuals as principal project members and to assure that the major work and coordination will remain the responsibility of these individuals during the term of the Agreement. Removal of any principal project member without replacement by equally qualified individuals or without the prior written approval of SPIP is grounds for termination of the Agreement by the SPIP. Provider's principal project members are:

Wendy Tresbesch, Accountant V
Saint Paul Police Department
367 Grove Street
St. Paul, Minnesota, 55101

B. The SPIP has designated Shelly Cline, Executive Director, as the Project Manager for this Agreement, and the individual to whom all communications pertaining to the Agreement shall be released. The Project Manager shall have the authority to transmit instructions, receive information, authorize amendments or changes to the Agreement, and interpret and define SPIP policies and decisions pertinent to the work covered by this Agreement.

SECTION 5: Provider Responsibilities.

A. Provider agrees to provide SPIP with access to any information from Provider documents, staff, and other sources needed by the SPIP to complete the work described herein.

SECTION 6: Work Products, Records, Dissemination of Information.

A. For purposes of this Agreement, the following words and phrases shall have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended.

"Work product" shall mean any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that results from the Provider's services under this Agreement.

"Supporting documentation" shall mean any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other form, belonging to the Provider and pertaining to work performed under this Agreement.

"Business records" shall mean any books, documents, papers, account records and other evidences, whether written, electronic, or in other form, belonging to the Provider and pertaining to work performed under this Agreement.

B. All deliverable work products and supporting documentation that result from the Provider's services under this Agreement shall be delivered to SPIP and shall become the property of SPIP after final payment is made to the Provider with no right, title, or interest in said work products or supporting documentation vesting in the Provider.

C. Unless otherwise required under State or Federal data privacy law, the Provider agrees not to release, transmit, or otherwise disseminate information associated with or generated as a result of the work performed under this Agreement without prior knowledge and written consent of SPIP.

D. In the event of termination, all documents finished or unfinished, and supporting documentation prepared by the Provider under this Agreement, shall be delivered to SPIP by the Provider by the termination date and there shall be no further obligation of SPIP to the Provider except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination.

E. The Provider agrees to maintain all business records in such a manner as will readily conform to the terms of this Agreement to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the City, the Auditor of the State of Minnesota, or other duly authorized representative.

F. The Provider agrees to abide strictly by Chapter 13, Minnesota Statutes (Minnesota Government Data Practice Act) as well as any other applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units which are now or hereafter promulgated insofar as they relate to the Consultant's/Provider's performance of the provisions of this Agreement.

SECTION 7: Equal Opportunity Employment.

A. The Provider will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, gender, age, sexual orientation, or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, age, sexual orientation, or national origin.

This provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising, layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

SECTION 8: Compliance with Applicable Law.

The Provider agrees to comply with all federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Provider's performance of the provisions of this Agreement. It shall be the obligation of the Provider to apply for, pay for, and obtain all permits and/or licenses required.

SECTION 9: Independent Contractor.

A. It is agreed by the parties that, at all times and for all purposes within the scope of this

Agreement, the relationship of the Provider to SPIP is that of an independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find the Provider an employee of SPIP, and the Provider shall be entitled to none of the rights, privileges, or benefits of SPIP employees.

SECTION 10: Subcontracting.

A. The Provider agrees not to enter into any subcontracts for any of the work contemplated under this Agreement (unless specifically outlined in the federal grant) without obtaining prior written approval of SPIP.

SECTION 11: Hold Harmless.

That each party will responsible for their own acts or omissions for their employees, agents and officials. Nothing in this agreement shall constitute a waiver by either party of any statutory or common law defenses, immunities, or limits or exceptions on liability.

SECTION 12: Assignment.

A. SPIP and the Provider each binds itself and its successors, legal representatives, and assigns of such other party, with respect to all covenants of this Agreement; and neither SPIP nor the Provider will assign or transfer their interest in this Agreement without the written consent of the other.

SECTION 13: Termination.

A. This Agreement will continue in full force and effect until completion of the Provider's services as described herein unless either party terminates it at an earlier date. Either party to this Agreement may terminate it by giving no less than thirty (30) days written notice of the intent to terminate to the other party.

B. With Cause. SPIP reserves the right to suspend or terminate this Agreement if the Provider violates any of the terms or conditions of this Agreement or does not fulfill, in a timely and proper manner, its obligations under this Agreement as determined by SPIP. In the event that SPIP exercises its right to suspend or terminate under this Section, it shall submit written notice of suspension to the Provider, specifying the reasons therefore, and the date upon which such suspension becomes effective. Within ten days of receipt of such notice, the Provider shall take all actions necessary to cure the default. If the Provider fails to cure the default within the ten day period, the Agreement is immediately terminated. Upon termination of this Agreement, the Provider shall discontinue further commitments of funds under this Agreement.

C. In the event of termination, SPIP will pay the Provider for all services actually timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination. The Provider will deliver all work products and supporting documentation developed up to the date of termination prior to the City rendering final payment for services.

SECTION 14: Default by Provider.

A. In the event Provider fails or neglects to comply with any term or condition of this Agreement or to provide the services stated herein, SPIP shall have the right, after written notice, to cease payment hereunder. This remedy shall be in addition to any other remedies, including termination, available to SPIP in law or equity.

SECTION 15: Amendment or Changes to Agreement.

A. SPIP or the Provider may request changes that would increase, decrease, or otherwise modify the Scope of Services. Request and authorization will be in writing to ensure a complete file for a federal audit.

B. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

C. Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "this Agreement" as used herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

SECTION 16: Notices.

A. Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

To SPIP:
Shelly Cline
St Paul Intervention Project
394 Dayton Avenue
Saint Paul, MN 55102

To Provider:
Wendy Trebesch
Saint Paul Police Department
367 Grove Street
St. Paul, Minnesota, 55101

SECTION 17: Waiver.

A. Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provision.

SECTION 18: Survival of Obligations.

A. The respective obligations of SPIP and the Provider under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration hereof, shall survive termination, cancellation or expiration hereof.

B. If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, shall terminate. If a provision is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

SECTION 19: Interpretation of Agreement, Venue.

A. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

SECTION 20: Force Majeure.

A. Neither the City nor the Provider shall be held responsible for performance if its performance is prevented by acts or events beyond the party's reasonable control, including, but

not limited to: severe weather and storms, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of legislative, judicial, executive, or administrative authorities.

SECTION 21: Entire Agreement.

It is understood and agreed that the entire Agreement supersede all oral agreements and negotiations between the parties relating to the subject matters herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

For the City of Saint Paul

**For the St. Paul & Ramsey County
Domestic Abuse Intervention Project**

Approved as to form:

City Attorney

Shelly Cline
Executive Director

Kathleen Wuorinen, Assistant Chief of Police

Director of the Office of Financial Service

Mayor

Director of Human Rights and Equal
Employment Opportunity

ATTACHMENT A: SCOPE OF WORK

Project Executive Summary:

The Saint Paul & Ramsey County Domestic Abuse Intervention Project (SPIP) sought and secured funding from the U.S. Department of Justice Office of Violence Against Women to plan and operate the Blueprint Accessibility, Zero-Bias, Enhancement Project (BLAZE). The project defines a coordinated community response to domestic violence across multiple systems. The St. Paul Police Department (SPPD) is one of several partners contributing to the project. This scope of work outlines SPPD's specific obligations for a sub award from the grant.

Parties:

BLAZE is led by the St. Paul & Ramsey County Domestic Abuse Intervention Project (SPIP). The project includes contributions from multiple parties. Collaborative partners contributing to SPIP's project include City of St. Paul; St. Paul Police Department, St. Paul City Attorney's Office; Ramsey County Attorney's Office; Ramsey County Sheriff's Office; Ramsey County Department of Corrections; Ramsey County Emergency Communications Center; Project Remand, and Praxis International.

Scope of Project:

The BLAZE project will:

- I) Develop and implement a DV-CAR (Domestic Violence-Cop Advocate Response) to bring highly skilled services and protections to victims a) who are marginalized, b) of highly lethal offenders and c) who have experienced both domestic and sexual violence;
- II) Examine and alter how implicit and explicit biases impact our justice systems' response to domestic violence;
- III) Implement a database for domestic crimes, to be utilized by all of the partners;
- IV) Establish and incorporate policies and practices to better engage victims, and prevent gender and racial biases, into the Blueprint for Safety, and
- V) Continue to implement, monitor, mentor and advance the Blueprint for Safety.

SPPD Obligations:

As a sub award recipient SPPD will contribute in part to the overall project goals stated above. The role of SPPD is to provide investigative expertise on behalf of the project, and provide law enforcement representation at collaborative meetings.

Leadership participation:

SPPD is one of several partners in the project, and commits to providing representation at collaborative meetings examining implicit and explicit biases in the system, and contributing to reviewing the Blueprint for Safety policies and practices around victim engagement.

Personnel and resource commitment:

SPPD will dedicate a full time investigator to implement the DV-CAR models and provide representation at collaborative meetings. Specific tasks for these contributing personnel are defined in this scope of work.

Tasks/Delivered work product:

SPPD commits the following tasks and deliverables as terms of the sub award, organized by the goals of the BLAZE project.

Development and Implement the DV-CAR model:

- SPPD will dedicate a full time internal investigator to coordinating the law enforcement component of the DV-CAR the BLAZE project.
- SPPD investigator will participate in monthly planning meetings (up to 12 meetings annually, 36 meetings over 3 years) to define DV-CAR criteria, policies and operating procedures.
- SPPD will provide training to 300 police officers through roll call trainings.
 - 10-15 officers a shift x 3 calls per day x 4 training days x 2 trainings annually
 - Training topics will address:
 - Civil court procedures
 - Decreasing dual arrests
 - Domestic Violence Statues/Codes
 - Law enforcement response
 - Sexual Assault forensic exam
 - Sexual Assault codes
 - Best Practices for underserved populations with a focus on African American and Immigrant and Refugee communities.

DV-CAR will improve response, protection, and access to services:

- SPPD will arrive at the scene of 660 incidents annually (1980 over 3 years), as defined by response to calls for assistance. This is based on 220 working days for a full time investigator addressing three calls daily.
- SPPD will discern critical components of the crime, as defined by identifying 660 incidents annually (1980 over 3 years). This is based on 220 working days for a full time investigator addressing three calls daily.
- SPPD will ensure engagement of victims and connect victims to services, as defined by 660 incidents annually (1980 over 3 years). This is based on 220 working days for a full time investigator addressing three calls daily.
- SPPD will provide immediate investigative review of 660 incidents annually (1980 over 3 years), as defined by:
 - # arrests orders
 - # of dual arrests
 - # of protection orders
 - # of enforcement for warrants
 - # of arrests for violations of protection orders
- SPPD will provide immediate investigative review, as defined by 660 cases investigated annually (1980 over 3 years). Additional data will be provided on when cases are not presented for charging.
- SPPD will report on how many charging decisions that were expedited due to offender criminal history and charge enhancement, and ensure final case is ready for submission as defined by:
 - # of case referrals to prosecutor
 - # of referrals of firearm charges to the feds.

Evaluate the Effectiveness of the DV-CAR model

- SPPD Investigator and Unit Commander will participate in review of cases, and contribute the evaluation findings as defined by participation in quarterly meetings (up to 12 review meetings over three years).

Examine and Alter Implicit and explicit Biases in system

- SPPD Investigator or the Unit Commander will participate in Blueprint Team efforts to examine system biases as defined by:
 - Quarterly meetings to discuss and review policies and procedures (up to 12 review meetings over three years).
 - Revised or edited SPPD policies addressing appropriate response to underserved populations and appropriate response to elderly or disabled.

Implement a database for domestic crimes, to be utilized by all of the partners

- SPPD will provide quarterly data on domestic crimes to be used by SPIP for upload to database defined by partners and for analysis.
- The quarterly data will be provided in a format that aligns to the Office of Violence Against Women semiannual progress report GMS form, "Grants to Encourage Arrest Policies and Enforcement of Protection Orders." Providing data in this format will allow consistency in data to be used for both grant reporting and evaluation of the DV-CAR model.

Delivered information or data:

- SPPD will provide individual case when requested pursuant to data practices regulations and Saint Paul Police Policies.



U.S. Department of Justice
Office on Violence Against Women

September 13, 2016

Washington, D.C. 20531

Ms. Shelley Cline
St. Paul & Ramsey County Domestic Abuse Intervention Project
394 Dayton Ave.
St. Paul, MN 55102-1706

Dear Ms. Cline:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office on Violence Against Women has approved your application for funding under the Improving Criminal Justice Responses Program in the amount of \$750,000 for St. Paul & Ramsey County Domestic Abuse Intervention Project. The Improving Criminal Justice Responses Program is designed to encourage partnerships between state, local, and tribal governments; courts; victim service providers; coalitions; and rape crisis centers to ensure that sexual assault, domestic violence, dating violence, and stalking are treated as serious violations of criminal law.

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 Tya Johnson at (202) 514-8680. 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
Principal Deputy Director

Enclosures