

RESOLUTION CITY OF SAINT PAUL, MINNESOTA

Presented by _____

1 RESOLVED, that the City of Saint Paul, Police Department is authorized to enter into a joint powers
 2 agreement with the agencies participating in the Gerald D. Vick Human Trafficking Task Force of
 3 Minnesota including Catholic Charities and the United States Attorney's Office. A copy of this
 4 agreement will be kept on file at the Office of Financial Services.
 5

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Carter			
Lantry			
Stark			
Thune			
Tolbert			

Requested by Department of: **POLICE**

Thomas E. Smith

By: **Thomas E. Smith, Chief of Police**

Approved by the Office of Financial Services

By: _____
[Signature]
 Approved by City Attorney

By: _____

Approved by Mayor for Submission to Council

By: _____

Adopted by Council: Date _____

Adoption Certified by Council Secretary

By: _____

Approved by Mayor: Date _____

By: _____



Gerald D. Vick
Human Trafficking Task Force
Saint Paul, Minnesota

Gerald D. Vick Human Trafficking Task Force

Memorandum of Understanding

Mission Statement: The goals of the Gerald D. Vick Human Trafficking Task Force (Task Force) of Minnesota are to foster communication among local, state, and federal law enforcement agencies working together with organizations providing comprehensive services to trafficking victims; identify and rescue victims of human trafficking; and combat domestic and international human trafficking when it appears in Minnesota.

The Saint Paul Police Department (SPPD) is the lead agency in the establishment and continuance of the Human Trafficking Task Force (HTTF). Each member agency agrees to support the overall mission of the HTTF to identify and assist victims of human trafficking and to proactively investigate, identify, apprehend and prosecute the perpetrators of human trafficking while using a victim centered approach. Each member understands that this MOU is not an agreement to enter into a financial arrangement with the other members, as no funding sources will be shared. The Saint Paul Police Department receives funding from the Bureau of Justice Assistance, U.S. Department of Justice and Breaking Free receives funding from the Office of Justice Programs in the Office for Victims of Crime, U.S. Department of Justice.

In order to facilitate the goals of the Mission Statement, the core member agencies agree to and including, but not limited to, the following participation:

Saint Paul Police Department will:

- Provide management level support for HTTF membership and meeting attendance, including monthly meetings and quarterly Advisory Committee meetings
- Provide law enforcement, investigative and administrative support for identified human trafficking cases as needed on a case by case basis
- Identify training needs related to human trafficking crimes within the Police Department, other law enforcement agencies and in the community
- Facilitate the training of police officers in both the identification of potential human trafficking victims, procedures for referral of victims to service provider organizations and the cases to the working group and the techniques for successful investigation of complex human trafficking cases

Gerald D. Vick Human Trafficking Task Force Memorandum of Understanding

Catholic Charities will:

- Provide support for HTTF membership and meeting attendance
- Coordinate the Trafficking Victims Services Network
- Coordinate information of possible cases reported to HTTF members
- Act as a liaison for victims and the involved law enforcement entities, when needed and requested
- Coordinate assistance with other social service provider, particularly in large cases
- Facilitate the provision of comprehensive services to victims of severe forms of human trafficking through subcontracting as well as information and referral
- Provide victims of human trafficking with information about their rights and options so that victims can make informed choices
- Facilitate the communication of victims' needs during investigation and prosecution
- Assist with requests for development and coordination of training
- Continue to educate the community about the Trafficking Victims Protection Act (TVPA) and the collaborative efforts of social service providers and law enforcement
- Obtain letters of agreement from members of the Trafficking Victims Services Network regarding their roles and responsibilities in relation to the Network and the HTTF. Core agencies subcontracted through the Victim Services grant will be included in the Memorandum of Understanding for that grant.


United States Attorney's Office, State of Minnesota will:

- Assist to facilitate the institutional changes necessary to make the trafficking of humans a priority for law enforcement, governmental and non-governmental organizations and the community as a whole
- Assist with the coordination of the various members of the HTTF
- Provide case investigative direction and guidance toward the prosecution of human trafficking organizations and civil rights violators as needed
- Provide victim and witness notification and services or referrals to human trafficking victims in all cases brought for federal prosecution by the HTTF
- Assist in the development and coordination of training for law enforcement and victim service providers by the HTTF

Gerald D. Vick Human Trafficking Task Force Memorandum of Understanding

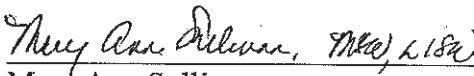
Thomas Smith
Chief of Police, City of Saint Paul

Date



B. Todd Jones
United States Attorney, State of Minnesota

3/11/13
Date



Mary Ann Sullivan
Catholic Charities

2/11/13
Date

Reyne Rofuth
Saint Paul City Attorney's Office

Date

Todd Hurley
Director, Financial Services

Date

Christopher B. Coleman
Mayor, City of Saint Paul

Date



City of Saint Paul

City Hall and Court
House
15 West Kellogg
Boulevard
Phone: 651-266-8560

Signature Copy

Resolution-Public Hearing: RES PH 12-287

File Number: RES PH 12-287

Authorizing the Police Department to accept the Enhanced Model to Combat Human Trafficking grant from the US Department of Justice and amend the 2012 budget for this grant.

WHEREAS, the City of Saint Paul, Police Department (SPPD) has been awarded the Enhanced Model to Combat Human Trafficking grant in the amount of \$500,000 from the U.S. Department of Justice, Office of Justice Programs with a non-federal match requirement of \$190,388; and

WHEREAS, this grant provides funds to enhance the law enforcement task forces and social service fields' response to victims of human trafficking; and

WHEREAS, the SPPD task force goals and key deliverables are to increase the identification of victims of all forms of human trafficking, improve training and education regarding human trafficking, provide comprehensive services to victims of human trafficking and improve collaboration and communication on human trafficking across government agencies; and

WHEREAS, a 2012 financing and spending plan needs to be established for these funds; and

WHEREAS, the Mayor pursuant to Section 10.07.1 of the Charter of the City of Saint Paul, does certify that there are available for appropriation funds of \$63,937 in excess of those estimated in the 2012 budget; and

WHEREAS, the Mayor recommends that the following addition be made to the 2012 budget; and


THEREFORE BE IT RESOLVED, that council accepts this grant and authorizes the City of Saint Paul to enter into, and Chief Thomas Smith to implement the attached agreement with the U.S. Department of Justice; and

THEREFORE BE IT RESOLVED, that the Saint Paul City Council approves these changes to the 2012 budget.

At a meeting of the City Council on 9/19/2012, this Resolution-Public Hearing was Mayor's Office.

Yea: 7 Councilmember Bostrom, Councilmember Brendmoen, Councilmember Carter III, City Council President Lantry, Councilmember Stark, Councilmember Thune, and Councilmember Tolbert

Nay: 0

Vote Attested by
Council Secretary 
Trudy Moloney

Date 9/19/2012

Approved by the Mayor 
Chris Coleman

Date _____

**RESOLUTION
 CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

1 WHEREAS, the City of Saint Paul, Police Department (SPPD) has been awarded the Enhanced Model to Combat Human Trafficking grant in
 2 the amount of \$500,000 from the U.S. Department of Justice, Office of Justice Programs with a non-federal match requirement of \$190,388
 3 (Attachment A); and
 4
 5 WHEREAS, this grant provides funds to enhance the law enforcement task forces and social service fields' response to victims of human
 6 trafficking; and
 7
 8 WHEREAS, the SPPD task force goals and key deliverables are to increase the identification of victims of all forms of human trafficking,
 9 improve training and education regarding human trafficking, provide comprehensive services to victims of human trafficking and improve
 10 collaboration and communication on human trafficking across government agencies; and
 11
 12 WHEREAS, a 2012 financing and spending plan needs to be established for these funds; and
 13
 14 WHEREAS, the Mayor pursuant to Section 10.07.1 of the Charter of the City of Saint Paul, does certify that there are available for
 15 appropriation funds of \$63,937 in excess of those estimated in the 2012 budget; and
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 17 WHEREAS, the Mayor recommends that the following addition be made to the 2012 budget:

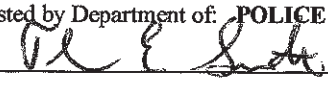
18 **2400 (436) Police Grant Fund - Accounting Unit 1034278 (34278)**

Account(Object Code)		CURRENT BUDGET	CHANGES	AMENDED BUDGET
Spending Changes				
50100 (0111)	Salary		21,997	21,997
50195 (0141)	Overtime-Sworn Staff	-	5,710	5,710
51945 (0439)	FICA - Fringe Benefits		9,785	9,785
52290 (0241)	Printing - Outside		2,500	2,500
52390 (0251)	Transportation		2,500	2,500
52430 (0252)	Lodging, Meals		6,000	6,000
52610 (0219)	Other Professional Services		1,000	1,000
53130 (0283)	Vehicle Lease		2,700	2,700
53510 (0222)	Telephone - Monthly Charge		165	165
53550 (0227)	Telephone - Non Voice Service		180	180
53560 (0228)	Telephone - Cellular Phone		900	900
54320 (0368)	Office Supplies-Master Contract		750	750
54330 (0359)	Other Office Supplies		250	250
55850 (0359)	Other - Special Matl & Supplies		500	500
56540 (0848)	Specialized Equipment - Capital		9,000	9,000
TOTAL:		0	63,937	63,937
Financing Changes				
42130 (3099)	Federal Direct Grants-DOJ	-	63,937	63,937
TOTAL:		0	63,937	63,937

39 THEREFORE BE IT RESOLVED, that council accepts this grant and authorizes the City of Saint Paul to enter into, and Chief Thomas Smith
 40 to implement the attached agreement with the U.S. Department of Justice; and
 41

42 THEREFORE BE IT RESOLVED, that the Saint Paul City Council approves these changes to the 2012 budget.

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Bostrom			
Brendmoen			
Carter			
Lantry			
Stark			
Thune			
Tolbert			

Requested by Department of: **POLICE**

 By: **Thomas E. Smith, Chief of Police**
 By: _____
 By: _____



Department of Justice
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

August 21, 2012

Chief Thomas Smith
City of Saint Paul
310 City Hall
15 W. Kellogg Blvd.
Saint Paul, MN 55102

Dear Chief Smith:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 12 Enhanced Collaborative Model to Combat Human Trafficking in the amount of \$500,000 for City of Saint Paul.

Enclosed you will find the Grant Award and Special Conditions documents. 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:

- Program Questions, Tahitia M. Barringer, Program Manager at (202) 616-3294; and
- Financial Questions, the Office of the 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 "Mary Lou Leary".

Mary Lou Leary
Acting Assistant Attorney General

Enclosures

16-320



Department of Justice
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

August 21, 2012

Chief Thomas Smith
City of Saint Paul
310 City Hall
15 W. Kellogg Blvd.
Saint Paul, MN 55102

Dear Chief Smith:

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Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Mary Lou Leary".

Mary Lou Leary
Acting Assistant Attorney General

Enclosures

16-320



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

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

PROJECT NUMBER

2012-VT-BX-K004

PAGE 1 OF 1

This project is supported under FY 2012 (BJA - Trafficking) 22 USC §7101 et seq.; Pub. L. No. 112-55, 125 Stat. 552, 615.

1. STAFF CONTACT (Name & telephone number)

Tahitia M. Barringer
(202) 616-3294

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

Amy Brown
Research And Grants Manager
367 Grove Street
Saint Paul, MN 55101
(651) 266-5507

3a. TITLE OF THE PROGRAM

BJA FY 12 Enhanced Collaborative Model to Combat Human Trafficking

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

Enhanced Model to Combat Human Trafficking

5. NAME & ADDRESS OF GRANTEE

City of Saint Paul
310 City Hall 15 W. Kellogg Blvd.
Saint Paul, MN 55102

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2012 TO: 09/30/2014

8. BUDGET PERIOD

FROM: 10/01/2012 TO: 09/30/2014

9. AMOUNT OF AWARD

\$ 500,000

10. DATE OF AWARD

08/21/2012

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)

This award is made under a program entitled "FY 2012 Enhanced Collaborative Model to Combat Human Trafficking". This cooperative agreement reflects the continuing commitment of the Department of Justice to enhance the law enforcement and social service fields' response to victims of human trafficking. The purpose of this award is to support a comprehensive approach to combating human trafficking in all forms; sex trafficking and labor trafficking of foreign nationals and U.S. citizens (male and female, adults and minors, including transgender individuals). The task force, through an award to a law enforcement agency and a victim service provider, will work collaboratively among themselves and other key stakeholders/partners to: 1) conduct proactive, victim-centered trafficking investigations; 2) provide a comprehensive array of restorative services to meet each victim's individual needs; 3) support the prosecution of trafficking crimes on state and federal levels; and 4) conduct training and public awareness activities that enhance community capacity to identify trafficking crimes and provide culturally appropriate, trauma-informed services to all trafficking victims identified within the geographic region. CA/NCF



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Cooperative Agreement

PAGE 1 OF 7

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Saint Paul 310 City Hall 15 W. Kellogg Blvd. Saint Paul, MN 55102		4. AWARD NUMBER: 2012-VT-BX-K004	
		5. PROJECT PERIOD: FROM 10/01/2012 TO 09/30/2014 BUDGET PERIOD: FROM 10/01/2012 TO 09/30/2014	
1A. GRANTEE IRS/VENDOR NO. 416005521		6. AWARD DATE 08/21/2012	7. ACTION Initial
		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT	\$ 0
3. PROJECT TITLE Enhanced Model to Combat Human Trafficking		10. AMOUNT OF THIS AWARD	\$ 500,000
		11. TOTAL AWARD	\$ 500,000
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY 2012 (BJA - Trafficking) 22 USC §7101 et seq.; Pub. L. No. 112-55, 125 Stat. 552, 615.			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Mary Lou Leary Acting Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Thomas Smith Chief of Police	
17. SIGNATURE OF APPROVING OFFICIAL <i>Mary Lou Leary</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL <i>Thomas Smith</i>	19A. DATE 6-23-12
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. OFC. DIV. REG. SUB. POMS AMOUNT X B VT 80 00 00 500000		21. LVTUGT1295	

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

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



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

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PROJECT NUMBER 2012-VT-BX-K004

AWARD DATE 08/21/2012

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial 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, Audits 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 OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial 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 OJP.
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 OJP.
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.

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Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

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PROJECT NUMBER 2012-VT-BX-K004

AWARD DATE 08/21/2012

SPECIAL CONDITIONS

8. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ccr.htm> (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. The 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, meetings, 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 www.ojp.gov/funding/confcost.htm.
11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
13. Recipient certifies that it does not promote, support, or advocate the legalization or practice of prostitution, nor will it use grant funds or program match funds to promote, support, or advocate the legalization or practice of prostitution.
14. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
15. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

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Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

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PROJECT NUMBER 2012-VT-BX-K004

AWARD DATE 08/21/2012

SPECIAL CONDITIONS

16. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2012-VT-BX-K004 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing and publication activities.
17. The recipient agrees to track and report to BJA on its training and technical assistance activities and deliverables progress using the guidance and format provided by BJA.
18. All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.
19. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
20. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
21. All contracts under this award should be competitively awarded unless circumstances preclude competition. When a contract amount exceeds \$100,000 and there has been no competition for the award, the recipient must comply with rules governing sole source procurement found in the current edition of the OJP Financial Guide.
22. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

TS



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

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Cooperative Agreement

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PROJECT NUMBER 2012-VT-BX-K004

AWARD DATE 08/21/2012

SPECIAL CONDITIONS

23. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

24. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
25. The recipient agrees that it will submit quarterly financial status reports to OJP 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.
26. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.

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Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

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PROJECT NUMBER 2012-VT-BX-K004

AWARD DATE 08/21/2012

SPECIAL CONDITIONS

27. Within 45 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 the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

OJP will provide further instructions regarding the submission of this data at a later time.

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Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 7 OF 7

PROJECT NUMBER 2012-VT-BX-K004

AWARD DATE 08/21/2012

SPECIAL CONDITIONS

28. Within 90 days of this award, the recipient shall submit to the Office of Justice Programs a finalized Memorandum of Understanding (MOU) that reflects the goals and objectives of the project and lists the identities, roles, and contributions of the participating agencies. The MOU must be signed by the Chief Executive Officer of each collaborating agency. The grantee also agrees to notify the Bureau of Justice Assistance of any change in the status or duties of the collaborating agency partners or individuals.
29. 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 of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (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 operate in his or her name).
30. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

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Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

August 21, 2012

Chief Thomas Smith
City of Saint Paul
310 City Hall
15 W. Kellogg Blvd.
Saint Paul, MN 55102

Dear Chief Smith:

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

Ensuring Access to Federally Assisted Programs

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

Providing Services to Limited English Proficiency (LEP) Individuals

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

Ensuring Equal Treatment for Faith-Based Organizations

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

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

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

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

Enforcing Civil Rights Laws

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

Complying with the Safe Streets Act or Program Requirements

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

1) Meeting the EEOP Requirement

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

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

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

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

2) Submitting Findings of Discrimination

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

Ensuring the Compliance of Subrecipients

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

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

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Categorical Exclusion for City of Saint Paul

The purpose of this award is to support a comprehensive approach to combating human trafficking in all forms; sex trafficking and labor trafficking of foreign nationals and U.S. citizens (male and female, adults and minors, including transgender individuals). The victim service provider will work in partnership with the BJA recipient funded under this award to: 1) conduct proactive, victim-centered trafficking investigations; 2) provide a comprehensive array of restorative services to meet each victim's individual needs; 3) support the prosecution of trafficking crimes on state and federal levels; and 4) conduct training and public awareness activities that enhance community capacity to identify trafficking crimes and provide culturally appropriate, trauma-informed services to all trafficking victims identified within the geographic region.

None of the following activities will be conducted either under the OJP federal action or a related third party 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 flood plain; 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; or 5) Implementation of a program involving the use of chemicals. Consequently, the subject federal action meets OJP's criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of the Code of Federal Regulations. Additionally, the proposed action is neither a phase nor a segment or a project which when viewed in its entirety would not meet the criteria for a categorical exclusion.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is executed by the United States Attorney for the District of Columbia, the Metropolitan Police Department of Washington, D.C. (MPD) and the Saint Paul Police Department.

I. PURPOSE

The purpose of the MOU is to outline the mission of the Presidential Inauguration Task Force (PITF) in the Washington, D.C. area from January 16, 2013, to January 22, 2013. Additionally, this MOU will define relationships between the U.S. Marshal Service, MPD and the Saint Paul Police Department, as well as other participating agencies with regard to policy, guidance, utilization of resources, planning, training, public relations and media in order to maximize interagency cooperation.

II. MISSION

The mission of the PITF is to achieve maximum coordination and cooperation in bringing to bear combined resources to effectively implement measures to promote the safety of the President of the United States, inaugural participants, the public, visitors and residents while allowing individuals and groups to exercise their legal rights.

Additionally, all units that are participating agencies will coordinate their activities and be considered a member of the PITF, sharing information and coordinating investigative and law enforcement efforts which may result from any apprehensions originating from the PITF.

III. ORGANIZATIONAL STRUCTURE

A. Direction

The Saint Paul Police Department acknowledges that the PITF is a joint operation in which all agencies, including the Metropolitan Police Department of District of Columbia, Office of the United States Attorney for District of Columbia, United States Marshals Service, United States Secret Service, United States Federal Bureau of Investigation, National Park Service, Saint Paul Police Department and other agencies, act as partners in the operation of the PITF. The Command Center for the operations will be located at the Metropolitan Police Department (MPD) Headquarters and will be staffed by officers from the United States Marshals Service, MPD, U.S. Park Police, and the Federal Bureau of Investigation. These officers will serve as the Executive Council for this operation.

B. Supervision

The day-to-day operation and administrative control of the PITF will be the responsibility of a Tactical Team Commander selected from one of the participating agencies. The Tactical Team Commander will coordinate with supervisory personnel of the United States Secret Service as the sponsoring agency for Special Deputation (federal) and with MPD as the lead agency for the operation. The daily management of the PITF will be closely monitored by the MPD.

Responsibility for the conduct of the PITF members, both personally and professionally, shall remain with the respective agency directors subject to the provisions in Section IX (Liability).

C. Unilateral Law Enforcement Action

There shall be no unilateral action taken on the part of any participating non-federal or non-MPD law enforcement agency relating to PITF activities. All law enforcement action by participating non-federal and non-MPD law enforcement agencies will be coordinated and conducted in a cooperative manner under the direction of the Executive Council and the MPD.

IV. PROCEDURES

A. Personnel

Continued assignment of personnel to the PITF will be based upon performance and will be at the discretion of the respective agency. Each participating agency will be provided with reports as necessary regarding the program, direction, and accomplishment of the PITF.

B. Deputation

All local and state law enforcement personnel designated to the PITF will be subject to background inquiry and will be federally deputized, with the United States Marshals Service securing the required deputation authorization. These deputations will remain in effect throughout the tenure of each officer's assignment to the PITF or until termination of the PITF, whichever occurs first. Each individual deputized as a Special Deputy U.S. Marshal will have all necessary law enforcement authority as provided by 28 U.S.C. § 566(c) and (d); 28 U.S.C. § 564; 18 U.S.C. § 3053; 28 C.F.R. § 0.112, and the deputation authority of the Deputy Attorney General. The Special Deputy U.S. Marshals will be responsible for 1) performing necessary law enforcement steps to keep the peace of the United States; 2) enforcing federal law (e.g., 18 U.S.C. §§ 112, 1116, and 878, as well as other provisions of that title); 3) protecting visiting foreign officials, official guests, and internationally protected persons; 4) taking necessary law enforcement steps to prevent violations of federal law, and; 5) enforcing District of Columbia law as a result of the deputation (see D.C. Code 23-581 and 28 U.S.C. § 564).

Individuals deputized as Special Deputy U.S. Marshals pursuant to this MOU who suffer a disability or die as a result of personal injury sustained while in the performance of his or her duty during the assignment shall be treated as a federal employee as defined by Title 5 U.S.C. section 8101. Any such individuals who apply to the U.S. Department of Labor for federal workers' compensation under Section 3374 must submit a copy of this MOU with his or her application. All applicants will be processed by the U.S. Department of Labor on a case by case basis in accordance with applicable law and regulation.

C. Law Enforcement Activities

Since it is anticipated that almost all cases originating from any PITF arrests will be prosecuted at the state or local level, the law enforcement methods employed by all participating law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to a change of venue for prosecution.

D. Prosecution

The criteria for determining whether to prosecute a particular violation in federal or state court will focus upon achieving the greatest overall benefit to law enforcement and the community. Any question which arises pertaining to prosecutorial jurisdiction will be resolved through the Executive Council. The U.S. Attorney's Office for the District of Columbia has agreed to formally participate in the PITF and will adopt policies and seek sentences that meet the needs of justice.

V. ADMINISTRATIVE

A. Records and Reports

All records and reports generated by PITF members shall be routed through the Tactical Team Commander who shall be responsible for maintaining custody and proper dissemination of said records as he or she deems appropriate.

B. Staff Briefings

Periodic briefings on PITF law enforcement actions will be provided to the directors of the participating agencies or their designees. Statistics regarding accomplishments will also be provided to the participating agencies as available.

VI. MEDIA

All media releases pertaining to PITF law enforcement activity and/or arrests will be coordinated by all participants of this MOU. No unilateral press releases will be made by any participating agency without the prior approval of the Executive Council. No information pertaining to the PITF itself will be released to the media without mutual approval of all participants.

VII. EQUIPMENT

A. PITF Vehicles

Each participating agency, pending availability and individual agency policy, agrees and authorizes PITF members to use vehicles, when available, owned or leased by those participating agencies, in connection with PITF law enforcement operations. In turn, each participating agency agrees to be responsible for any negligent act or omission on the part of its agency or its employees, and for any liability resulting from the misuse of said vehicles, as well as any damage incurred to those vehicles as a result of any such negligent act or omission on the part of the participating agency or its employees, subject to the provisions of Section IX (Liability).

Participating agency vehicles assigned to the PITF are subject to funding availability, are provided at the discretion of the supervisor of the providing agency, and will be used only by PITF members. Vehicles provided by participating agencies will be used only during working hours and will not be used for transportation to and from work by task force members or used for any other purpose. Participating agencies will provide maintenance and upkeep of their vehicles consistent with each agency's policy. Vehicles provided as pool vehicles for PITF use will be parked at the end of each shift at a location determined by the Tactical Team Commander or his/her designee.

B. Other Equipment

Other equipment furnished by any agency for use by other agencies' participating personnel shall be returned to the originating agency upon termination of the PITF or this MOU.

VIII. FUNDING

The Saint Paul Police Department agrees to provide the full-time services of its respective personnel for the duration of this operation, and to assume all personnel costs for their PITF representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency policies and procedures. Reimbursement for the cost of such personnel will be made by the District of Columbia, with funds provided by the United States and from general revenue.

IX. LIABILITY

Unless specifically addressed by the terms of this MOU, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees. Legal representation by the United States is determined by the Department of Justice on a case-by-case basis. There is no guarantee that the United States will provide legal representation to any federal, state or local law enforcement officer. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of any employee of the United States government, acting within the scope of employment, shall be an action against the United States under the Federal Tort Claims Act (FTCA), 28 U.S.C. § 2679(b)(2).

For the limited purpose of defending claims arising out of PITF activity, state or local law enforcement officers who have been specially deputized as U.S. Marshals and who are acting within the course and scope of their official duties and assignments pursuant to this MOU, may be considered an “employee” of the United States government as defined in 28 U.S.C. 2671. It is the position of the Department of Justice Civil Division Torts Branch that such individuals are federal employees for these purposes.

Under the Federal Employees Liability Reform and Tort Compensation Act of 1988 (commonly known as the Westfall Act), 28 U.S.C. § 2679(b)(1), the Attorney General or his designee may certify that an individual defendant acted within the scope of employment at the time of the incident giving rise to the suit. *Id.*, 28 U.S.C. § 2679(d)(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims. 28 U.S.C. § 2679(d)(2). If the United States is substituted as defendant, the individual employee is thereby protected from suit.

If the Attorney General declines to certify that an employee was acting within the scope of employment, “the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment.” 28 U.S.C. § 2679(d)(3).

Liability for any negligent or willful acts of PITF employees, undertaken outside the terms of this MOU will be the sole responsibility of the respective employee and agency involved.

Liability for violations of federal constitutional law rests with the individual federal agent or officer pursuant to *Bivens v. Six Unknown Agents of the Federal Bureau of Narcotics*, 403 U.S. 388 (1971), or pursuant to 42 U.S.C. § 1983 for state and local officers or cross-deputized federal officers.

Both state and federal officers enjoy qualified immunity from suit for constitutional torts insofar as their conduct does not violate “clearly established statutory or constitutional rights of which a reasonable person would have known.” *Harlow v. Fitzgerald*, 457 U.S. 800 (1982).

PITF officers may request representation by the U.S. Department of Justice for civil suits against them in their individual capacities for actions taken within the scope of employment. 28 C.F.R. § 50.15, 50.16.

An employee may be provided representation when the actions for which representation is requested reasonably appear to have been performed within the scope of the employee's employment and the Attorney General or his designee determines that providing representation would otherwise be in the interest of the United States. 28 C.F.R. § 50.15(a). A PITF officer's written request for representation should be directed to the Attorney General and provided to the Civil Division of the U.S. Attorney's Office for the District of Columbia, which will then forward the representation request to the Civil Division of the United States Department of Justice together with a recommendation concerning scope of employment and Department representation. 28 C.F.R. § 50.15(a)(3).

If a PITF officer is found to be liable for a constitutional tort, he/she may request indemnification from the Department of Justice to satisfy an adverse judgment rendered against the employee in his/her individual capacity. 28 C.F.R. § 50.15(c)(4). The criteria for payment are substantially similar to those used to determine whether a federal employee is entitled to Department of Justice representation under 28 C.F.R. § 50.15(a).

X. DURATION

This MOU shall remain in effect until terminated as specified above, unless that date is modified as set forth in Section XI. Continuation of the MOU shall be subject to the availability of necessary funding. This agreement may be terminated at any time by any of the participating agencies. The Saint Paul Police Department may withdraw from this MOU at any time by providing a seven-day written notice of its intent to withdraw to the MPD. Upon the termination of the MOU, all equipment will be returned to the supplying agencies.

XI. MODIFICATIONS

The terms of this MOU may be modified at any time by written consent of all parties. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

XII. LIMITATION

Nothing in this MOU is intended to, or shall be construed to create enforceable rights in third parties.

CATHY L. LANIER
CHIEF OF POLICE
METROPOLITAN POLICE DEPARTMENT
WASHINGTON, D.C.

RONALD C. MACHEN, JR.
UNITED STATES ATTORNEY
DISTRICT OF COLUMBIA

Tom Smith
Chief Of Police
Saint Paul Police Department
Saint Paul, Minnesota

Project Abstract

Applicants: St. Paul Police Department and Catholic Charities of St. Paul and Minneapolis

Project Title: Gerald D. Vick Human Trafficking Task Force

Amount Requested: St. Paul Police Department requests \$500,000.
Catholic Charities requests \$500,000

Geographic Scope: Primary scope of 7 county Twin City (St. Paul and Minneapolis) metropolitan area is expanded to include the international sea port city of Duluth, Minnesota.

Overarching Goals of Vick Task Force:

- Increase identification of human trafficking victims;
- Improve training and education regarding human trafficking;
- Provide comprehensive services to victims of trafficking; and
- Improve collaboration among government agencies on human trafficking.

Summary of Goals and Key Deliverables of the Project:

Goal 1: Increase the identification of victims of all forms of human trafficking.

- Target victim identification areas for labor trafficking. Identify and recruit labor representatives from target areas to participate on Task Force
- Expand NGO partners on Task Force to increase ethnic population representation

Goal 2: Improve training and education regarding human trafficking

- Provide customized trainings to targeted key stakeholder groups
- Provide public education
- Develop and produce materials for targeted trainings and public education

Goal 3: Provide comprehensive services to victims of trafficking

- Continue to provide comprehensive and culturally competent restorative services to identified victims of human trafficking
- Develop relationships with medical providers who are serving immigrant populations
- Establish emergency protocols for crisis response to identified victims

Goal 3: Improve collaboration and communication on human trafficking across government agencies

- Collaborate with government agencies at federal, state and local levels.
- Improve information sharing between key government stakeholder groups
- USAO will conduct regular information sharing meetings with prosecutors at all levels to coordinate prosecutions
- Improve communication between investigators and prosecutors for better case triage early in the investigation
- Educate prosecutors on services that are available to victims of trafficking crimes in support of successful prosecutions.

Trafficking in persons is a complicated and predominately hidden problem in Minnesota requiring a comprehensive and coordinated response among law enforcement and service providers. The St. Paul and Minneapolis metropolitan area (hereafter Twin Cities) as well as the international port city of Duluth Minnesota have significant human trafficking problems. Human trafficking crimes have been documented and prosecuted including sex trafficking and forced labor trafficking. Target victim population groups include youth and adults who are U.S. citizens including Native American individuals and immigrants and foreign nationals.

The Gerard D. Vick Trafficking Task Force (hereafter Vick Task Force) was established and initially funded by a U.S. Department of Justice Grant in 2005. In 2009, the Vick Task Force began working with Catholic Charities to provide services to victims discovered/rescued in their investigations. The overarching goal of the Vick Task Force is to coordinate anti-trafficking efforts in Twin Cities by forming partnerships between law enforcement and non-governmental organizations (NGOs); facilitate collaborative and proactive investigations, and provide training and raising awareness.

Statement of the Problem

The Minnesota Office of Justice Programs publishes a legislatively mandated biennial report on the extent and type of human trafficking occurring in Minnesota. The 2010 Legislative Report surveyed law enforcement and service providers and found a significant increase in human trafficking victims. In 2010, 67% of service providers reported serving a victim of human trafficking in Minnesota (compared to 48% in 2008) and 18% of law enforcement respondents

indicated their agency had either a labor or sex trafficking arrest or investigation (compared to 14% in 2008). In this same report, law enforcement reported five current labor trafficking investigations and six current cases of sex trafficking. Service providers reported working with 16 adult male, 52 adult female and 12 child labor trafficking victims; and 30 adult male, 206 adult female and 134 child sex trafficking victims. (Source: *Human Trafficking in Minnesota Report to the Minnesota Legislature*, Minnesota Office of Justice Programs, Minnesota Statistical Center, September 2010).

This same report identifies the international port city of Duluth as a prime location for labor and sex trafficking. Duluth social service providers report that sex trafficking increases when international ships are in port. The City of Duluth recently added a designated law enforcement staff to focus on human trafficking crimes. In addition, the Program for Aid to Victims of Sexual Assault (PAVSA) recently initiated a Trafficking and Prostitution Task Force in Duluth. This task force, with support and assistance from Duluth Police Department and St. Louis County Attorney's Office has united the various NGO's and government agencies that are all working on the human trafficking issues in that region. Duluth's port accommodates the maritime transportation needs of a wide range of industries including agriculture, forestry, mining, manufacturing, construction, power generation, and passenger cruising. Located at the western end of the Great Lakes St. Lawrence Seaway, Duluth is the farthest inland freshwater seaport. The Port of Duluth-Superior handles an average of 42 million short tons of cargo and nearly 1,000 vessel visits each year..." (<http://www.duluthport.com/port.php>).

The Federal Bureau of Investigation (FBI) has identified Minneapolis as one of thirteen cities in the United States with a high concentration of criminal enterprises promoting juvenile commercial sexual exploitation. (Source: *Minneapolis Division FBI, FBI Priorities*, http://minneapolis.fbi.gov/priorities.htm#violent_crime). Authorities say part of the reason Minnesota is ranked so high is our proximity to the border, a large international port in Duluth, and the booming mail-order bride business.

Native women and girls in Minnesota are especially vulnerable to sex trafficking according to a 2009 report by the Minnesota Indian Women's Resource Center (MIWRC). The report found that Native women and girls experience sexual violence more frequently than any other group of women in the United States, and that sex trafficking of Native women and girls is neither a new problem nor a rare occurrence. The MIWRC report identified Duluth as a major draw of traffickers who are involved with trafficking Native women. (Source: Minnesota Indian Women's Resource Center, 2009. *Shattered Hearts: The Commercial Sexual Exploitation of American Indian Women and Girls in Minnesota.*) These findings are reinforced by a report from the Minnesota Joint Analysis Center that found many of the victims of human sex trafficking in Minnesota are Native American women. (Source: http://www.lsej.org/documents/411921Sex_Trafficking_in_Minnesota_A_Comparative_Analysis_of_the_Minnesota_AntiTrafficking_Law_and_the_Federal_Trafficking_Victims_Protection_Act.pdf).

Members of the Minnesota Vick Task Force are presently in trial against 28 defendants associated with a Somali street gang where 30 individuals were federally indicted on 22 counts of various human trafficking violations to include Sex Trafficking of a Minor with Force, and Conspiracy to Traffic a Minor. The Twin Cities area was the “home base” for operating a criminal network that spread to Ohio, Georgia, Nashville and Nebraska. This organization has been trafficking girls as young as 12 years old. Catholic Charities has orchestrated services, along with federal victim witness coordinators from the FBI and ICE, for 5 victims throughout this investigation.

Investigators with the Vick Task Force presently have 14 open investigations of both labor and sex trafficking (HTRS). These investigations cover a range of trafficking activities including: minor domestic sex trafficking, domestic servitude; Native American sex trafficking; and gang related trafficking. These open investigations continue to re-enforce what has already been known to the service providers involved with human trafficking outreach in the Twin Cities and the law enforcement agencies that investigate these crimes.

Outstanding Problems, Gaps in Service

The 2010 Legislative Report on Human Trafficking found that barriers still exist for a coordinated response to both labor and sex trafficking in Minnesota. These barriers are *primarily lack of funding and resources and lack of training or information about human trafficking*. The Legislative Trafficking Report also finds a critical lack of resources in jurisdictions outside of the Twin Cities metropolitan area where there is less access to appropriately trained attorneys, legal services, victim services and other resources. The Vick

Task Force proposes to directly address these barriers by expanding strategies and activities.

With funding for an enhanced collaborative model, the Vick Task Force will address the identified gaps in services in the following ways:

1. *Expand task force geographic focus to include the port city of Duluth.* Partner with Duluth Police, Program for Aid to Victims of Sexual Assault (PAVSA) provider group and other targeted Duluth stakeholders to increase identification and improve prosecution and services for victims.
2. *Improve coordination on human trafficking between government agencies.* Two strategies for improved coordination are to recruit and increase participation of suburban law enforcement partners; and create anti-human trafficking centralized office environment. SPPD will designate space and provide offices for collaborating law enforcement agents to use during trafficking investigations to facilitate collaborative and coordinated investigations of human trafficking crimes.
3. *Identify and partner with labor organizations to increase the number of labor trafficking cases.* We recognize that the majority of law enforcement investigations and victims that are served by NGO's are from the sex trafficking industry. We have heard from those in the farm industry, hospitality/restaurant workers and nail salon industry that victimization has been occurring and that more attention from the task force is needed.
4. *Educate general public and key groups on human trafficking.* The Vick Task Force has developed a leadership role within the community on trafficking. We want to expand our education and training efforts by targeting specific groups that serve immigrant populations in the medical, dental, rental housing, construction, etc.

Program Design and Implementation

The Vick Task Force was established in 2005 after receiving funding from the Bureau of Justice Assistance (BJA) and the Office for Victims of Crime (OVC). The United States Attorney's Office (USAO) served as the overall coordinator of the task force while SPPD acted as the BJA fiscal agent to BJA and Civil Society was the fiscal agent for OVC. Beyond the initial strategies of identifying victims and prosecuting traffickers, the Vick HTTF set out to facilitate a more coordinated anti-trafficking effort in the Twin Cities area by advocating for legislative changes, such as the Safe Harbors Initiative, developing protocol, conducting proactive investigations, providing law enforcement training, forming partnerships between law enforcement and non-governmental organizations (NGOs), conducting human trafficking training to targeted audiences; increase public awareness, and providing culturally competent and comprehensive victim services.

Goals and Objectives

The overarching goal of our enhanced Vick Task Force project is to improve coordinated anti-trafficking efforts in Minnesota as follows:

- Increase identification of human trafficking victims;
- Improve training and education regarding human trafficking;
- Provide comprehensive services to victims of trafficking; and
- Improve collaboration on human trafficking among government agencies.

Summary of objectives

Goal 1: Increase the identification of victims of all forms of human trafficking.

- Target victim identification areas for labor trafficking. Identify and recruit labor representatives from target areas to participate on Task Force
- Expand NGO partners on Task Force to increase ethnic population representation

Goal 2: Improve training and education regarding human trafficking

- Provide customized trainings to targeted key stakeholder groups
- Provide public education
- Develop and produce materials for targeted trainings and public education

Goal 3: Provide comprehensive services to victims of trafficking

- Continue to provide comprehensive and culturally competent restorative services to identified victims of human trafficking
- Develop relationships with medical providers who are serving immigrant populations
- Establish emergency protocols for crisis response to identified victims

Goal 4: Improve collaboration and communication on human trafficking across government agencies

- Collaborate with government agencies at federal, state and local levels.
- Improve information sharing between key government stakeholder groups
- USAO will conduct regular information sharing meetings with prosecutors at all levels to coordinate prosecutions
- Improve communication between investigators and prosecutors for better case triage early in the investigation

Task Force Functional Structure

The Vick Task Force is a three pronged partnership between representatives from Federal law enforcement, local law enforcement, and NGO's. The three organizations fulfilling these roles follow:

- United States Attorney's Office, Minnesota

Overall Task Force Coordination

Co-Leadership/Advisor role

- Saint Paul Police Department

Fiscal/Reporting Agent,

Co-Leadership

Law Enforcement Coordinator

- Catholic Charities of St. Paul and Minneapolis

Fiscal/Reporting Agent

Co-Leadership

Service Provider and Community Coordinator

The Vick Task Force members meet monthly to discuss overall strategies and long term planning. The Vick Task Force now has membership of 14 government agencies and 7 non-governmental organizations (NGOs). Present government agency representation on the Vick Task Force includes representatives from the following organizations: Immigration and Customs Enforcement; Federal Bureau of Investigation; Department of Labor; St. Paul Police Department; Minneapolis Police Department; Ramsey County Sheriff's Office; Hennepin County Sheriff's

Office; Duluth Police Department; Bloomington Police Department; Minnesota Bureau of Criminal Apprehension; United States Attorney's Office; Ramsey County Attorney's Office; Hennepin County Attorney's Office; and Minnesota Attorney General's Office. NGO membership on the task force includes: Catholic Charities; Breaking Free; Not for Sale; MATTOO; Minnesota Indian Women's Resource Center; Program for Aid to Victims of Sexual Assault (PAVSA); and The Advocates for Human Rights.

Task Force Meeting Structure

Vick Task Force Meetings are structured to take place in two distinct parts and are led jointly by the USAO, CC and SPPD. The first half of the meeting includes all participating task force members and business includes victim protocols, training needs, and public education issues. During this part of the meeting, all members will share information pertaining to new cases including new victims that are encountered and services provided as well as other pertinent data necessary for reporting purposes and potential de-confliction issues. The second part of the Vick Task Force meeting is for law enforcement members only so that case specific data can be discussed and strategies developed for successful prosecutions. In the law enforcement portion of the task force meeting, members address issues that surface from specific investigations including jurisdiction authority and sharing intelligence. Depending upon investigations, law enforcement investigators will occasionally meet separately with prosecutors as a subcommittee outside of the Task Force as needed. With this new funding, SPPD will be offering dedicated space for investigators and prosecutors to house themselves which will allow for greater communication and functionality

The Vick Task Force meeting location alternates every other month between St. Paul Police Department and Catholic Charities. The law enforcement component of the Vick HTTF is based in a Human Trafficking Unit within the St. Paul Police Department. As part of this enhanced project, SPPD is dedicating four full time investigators to the task force work and will have a cadre of eighteen officers available for enforcement actions when needed. These officers are assigned to plain clothes assignments as neighborhood complaint investigators within the F.O.R.C.E. (Focusing Our Resources on Community Empowerment) Units and are regularly attending community meetings.

We will create a special anti-human trafficking NGO and service provider sub-committee to report to larger the Task Force. This will be an expanded collaborative group of NGO's and service providers. This sub-group will meet quarterly and broaden base of Human Trafficking (HT) knowledge and task force work as well as trust for Law Enforcement (LE)

Task Force Collaborative Partners: The Vick Task Force collaborates with other relevant human trafficking initiatives in Minnesota including the Statewide Human Trafficking Task Force, established by legislation and led by the Minnesota Department of Health. The Law Enforcement coordinator of the Vick HTTF serves as a co-chair of the statewide task force and the service provider coordinator serves as the chair of the labor trafficking sub-committee on the statewide task force.

The Vick Task Force is also collaborating with the Ramsey County Attorney's Office (RCAO) to "conduct independent and coordinated systems audits to determine whether policies and

practices comply with principles of ensuring victim safety and intervention, and offender accountability” for a MN Girls Are Not For Sale project funded by The Women’s Foundation of Minnesota. Both departments will look at investigations and prosecutions over the last several years to determine if system gaps exist and if changes are warranted. SPPD will also conduct “John Sweeps” to identify the typical procurer of sexual services. While the above initiative will be conducted by members of the Vick HTTF, they will be coordinated and tracked by different representatives than those that are coordinating the task force funding to avoid duplication. (http://www.wfmm.org/PDFs/WFM_MNGirls_Jan2012.pdf) The goal for the RCAO and SPPD over the next several years is to establish a statewide county multi-jurisdictional model for intervention and services to sex trafficking victims. The Women’s Foundation is also providing funds for other Vick Task Force partners including Breaking Free, Minnesota Indian Women’s Resource Center and the Advocates for Human Rights as part of their overall campaign.

Finally, Vick Task Force collaborates with the Sexual Violence Prevention Network at the Minnesota Department of Health; Hemlal Kafle from Catholic Charities participates in that initiative.

Goal 1. Increase the identification of victims of all forms of human trafficking

The Vick Task Force has engaged law enforcement agencies and service providers across many disciplines and multiple jurisdictions to work on strategies to increase identification of trafficking victims. The Vick HTTF has local and state law enforcement officers who are cross designated as task force officers (TFO’s) with Immigration and Customs Enforcement,

Homeland Security Investigations as well as the FBI. This connection has allowed extended access to labor trafficking crimes and victims that they would not normally see. It has led to increased investigations and tips coming into the HTTF.

The Vick HTTF also works closely with the local investigators assigned to the Innocence Lost Initiative and the Internet Crimes Against Children (ICAC) task forces. In fact, all local tips from the National Center for Missing and Exploited Children (NCMEC) are funneled to the Vick HTTF for cataloging and investigation. The Vick HTTF is the most suited to investigate these tips of domestic sexual exploitation in this region and works these investigations collaboratively with the other task forces.

New Initiatives

With new funding, we will increase our stakeholder members: service providers and community contacts in order to identify new victims in domestic and foreign trafficking. The Vick Task Force will identify key stakeholders from community-based and mutual assistance associations, medical service providers, legal assistance agencies, domestic abuse shelters and street outreach organizations, particularly those that serve runaway youth. Catholic Charities is organizing and implementing a quarterly meeting of direct service providers and other NGO's who have interest in Human Trafficking. That group will focus on overall public awareness and outreach with the goal of increasing victim identification.

Goal 2. Improve and expand training and education

Since 2005, the Vick Task Force has provided education and training about the issues surrounding human trafficking. The Vick Task Force has already developed and provided complex trafficking training throughout the initial grant period. The targeted audiences include the entire Saint Paul and Minneapolis Police Departments (approximately 1500), many officers from neighboring community police departments, community college classes offered to out state and corrections officers, as well as various classes and seminars offered to non profit agencies.

In spring of 2011, Vick Task Force members completed a training curriculum directed at training county prosecutors on the nuances of successfully charging and prosecuting human trafficking cases. This training was given in the Metro and Lake Superior (Duluth) area to maximize audience size and effectiveness. This collaboration also included members of non-governmental organizations that currently work within the scope of the Vick Task Force and its stated ideals. This training is coordinated by the Advocates for Human Rights and the Minnesota County Attorney's Association.

We have provided trainings to each of the following targeted groups: community-based NGOs representing ethnic groups, victim service providers, nonprofits, churches and faith-based organizations; social service agencies; child protective services, public mental health providers; prosecutors (state and federal); health care providers with culturally appropriate materials

New Initiatives

With new funding Catholic Charities and St. Paul Police will create and conduct tailored education presentations for the following key audiences: law enforcement; judges; labor-related organizations; medical personnel; and targeted community-based groups such as faith-based, community-based groups and other nonprofits.

Develop and produce materials: Vick Task Force will create brochures, a cable television program, and a Membership Directory of all individuals involved with the task force, including their contact information. With new funding we will create and produce YouTube videos; create a human trafficking webpage for informational/educational purposes; and create new power point presentations, and training videos.

Goal 3. Provide comprehensive victim services

Catholic Charities has provided high quality and timely comprehensive services to victims of human trafficking beginning in Spring 2009. We are presently providing services for these labor trafficked victims who have received continued presence and are working with authorities.

With new funding, Catholic Charities will broaden the service provider base to increase the number of collaborative partners working with the Vick Task Force to serve victims of trafficking. Catholic Charities, building upon existing and longstanding strong community relationships, will work to create a seamless system of operations and services between providers and the task force allowing investigations to take place while maintaining the safety of the victims and meeting their immediate and longer term needs.

We know that freedom is only the first step to rebuilding lives and restoring dignity for victims of human trafficking. Our comprehensive victim service plan incorporates the following values:

- Safety and security
- Client-centered, client directed approach
- Appreciation for cultural values
- Holistic health sources
- Empowerment
- Respect for individual value systems
- Long term reintegration into mainstream society

The enhanced collaborative project will improve victim services through the following activities:

- **Comprehensive Victim Services:** Provide intensive case management and access to comprehensive victim services. We provide basic needs services as follows:
Housing: emergency, short and long term; Food and other basic needs; Transportation services; Medical care; mental health, English Language Classes; Legal Assistance; Immigration Services; Job Training Skills; dental services transportation, literacy, education and job training, and life skills. In addition, Catholic Charities comprehensive services include personalized holistic healing services; services that provide connections to community; civic engagement; as well as services that help individuals connect to their ethnic community of origin.

- **24 hour crisis/referral assistance:** We have 24 hour crisis services seven days a week. We presently provide continuous assistance around the clock. Victims are provided with information, personal crisis counseling any time of day or night.
- **Advocacy/Accompaniment:** Victims are assigned a comprehensive case manager/advocate that accompanies them to the hospital, police station, counseling appointments, mental health assessments and court hearings. Victims are assisted through the often complex and difficult process of reporting, evidentiary exams, legal systems, and orders for protection.
- **Legal Advocacy and mediation services:** We will connect victims with legal advocacy services.

One of our key tasks for the grant is increasing the number of collaborative partners serving trafficking victims. We will specifically identify service providers for education, and job skills training. We will also identify community based organizations to assist with community reintegration or connection with victim's community of origin.

Goal 4: Improve collaboration across government agencies

The Vick Task Force has been led by the USAO and SPPD since its inception in 2005. The original service provider during the first three years is no longer involved with the task force. There was a period of time between 2008 and 2009 where the task force operated without a dedicated and funded service provider. Catholic Charities became service provider in 2009 and immediately began coordinating other service providers and NGO's who had been working on the issue of human trafficking on several different fronts. SPPD has long had a close working relationship with the USAO, ICE and FBI on this task force as well as others. The commitment from our federal partners has gone above and beyond what

we could have expected. Not only have they consistently assigned investigative agents and prosecutors, but the victim witness coordinators from the USAO, FBI and ICE have been integral parts of our planning and structure.

New Initiatives

With new funding, Vick Task Force will improve coordination by recruiting and increasing participation of other federal and state agencies as well as suburban law enforcement partners.

With the Vick Task Force stated focus on labor trafficking victims and investigations, it is important to identify and collaborate with the appropriate agencies that specialize in those areas. There is a working group of local law enforcement investigators who work on sex trafficking within their jurisdictions. They report that there are numerous occasions where they become aware of potential trafficking situations but are unable to act because of constraints from within their departments pertaining to other active cases. They also report that overtime budgets have been cut and are used for other investigations. SPPD proposes that we enter into collaborative agreements with several suburban agencies, as well as Duluth, and offer monies to be utilized for overtime that is worked on trafficking investigations. Informal discussions have been held between agencies and we feel that this proposal would be accepted by 4-6 agencies.

The Vick Task Force will also improve intra-government agency collaboration by creating a designated anti-human trafficking centralized office space. SPPD will allocate space and provide offices for collaborating law enforcement agents to use during trafficking investigations to facilitate collaborative and coordinated investigations of human trafficking crimes. Dedicated office space would also be set aside for visiting prosecutors and service providers. While the

office space will be provided in kind, there will be some real costs associated with the office such as cabling for phone lines and computers for internet connection. There are also costs required for electrical updates and additional costs for printers, copy machine and scanners, which will be provided by SPPD.

In addition to monthly task force meetings for all task force members, the USAO and SPPD will conduct quarterly meetings with key stakeholders for the purposes of monitoring the “bigger picture” of the task force and to further foster better communications. These meetings would be open for administrative personnel in all three organizations and also used to update administrations on the work being done as well as foster continued support for the work of the task force. The USAO will also be convening meetings between the different prosecutors located in the seven county metro area and state attorney’s office to foster better triage of investigations as they progress from the initial stages to a final prosecution.

Project Management and Organizational Capability

The Saint Paul Police Department has numerous joint powers agreements, mutual aid agreements and co-located personnel on local, state and federal task forces. These agreements and sharing of personnel allow for information sharing that will be relevant to the focus of the trafficking task force.

Within the Saint Paul Police Department the day to day management of the grant will be conducted by Sergeant John Bandemer of the Human Trafficking Unit (resume attached). Sgt. Bandemer presently manages the BJA/OVJ grant for the Vick HTTF and has worked as the

supervisor of the Vick HTTF since its inception in 2005. He has taken lead roles in human trafficking investigations, trainings, public speaking and administration of the grant. Sgt. Bandemer is also cross designated as a federal task force officer with Homeland Security Investigations, Immigration and Customs Enforcement. This cross designation facilitates a free flowing process for applying for T and U visas and Continued Presence which are supported by the HTTF. Sgt. Bandemer is considered the local expert in trafficking related issues. He currently is contracted by the Upper Midwest Community Police Institute to conduct training in its Advanced Human Trafficking Investigation course. (see attached resume)

Fiscal reporting will be the responsibility of Ms. Amy Brown. Ms. Brown has been employed at the St. Paul Police Department since 1979. She has held numerous positions within the police department in administrative and support units. She served as the Administrative Assistant to the Chief of Police from 1990-1998. Beginning in January 1998 she has been the Research and Grants Manager, overseeing a department budget in 2012 of \$98,789,412. In 2011 Ms. Brown was responsible for managing grants and reimbursements of approximately 2,350,875 between 16 Federal, State and other grants. (see attached resume)

SPPD has also dedicated Officer/Investigator Heather Weyker, as the “in-kind match” to work full time on the Vick Task Force. Officer Weyker has been a lead investigator and trainer with the HTTF since 2007 and is cross designated as a federal task force officer with the FBI. Officer Weyker has been the designated human trafficking investigator on the Vick HTTF since 2007. She has successfully investigated numerous cases of trafficking to prosecution. She has outstanding skills when it comes to working with victims and running a victim centered

investigation. She is the lead investigator on the current federal indictment of 30 Somali street gang members accused of trafficking Somali girls as young as 12 years old throughout the Midwest. At the time of this application trial will be under way.

(<http://www.startribune.com/local/stpaul/112735534.html?page=1&c=y>) (see attached resume)

The unit has three other investigators to assist with HT investigations as they arise. The assignment of these personnel shows the commitment to continuity for the HTTF as it goes forward. Both SPPD and CC have dedicated staff time to assist the HTTF with administrative support duties.

At Catholic Charities, the Enhanced Trafficking Victims Program resides within the Division of Family Services with staff and services secured from other divisions to create an official intra-agency program. The Vice President of Program Operations, Mary Ann Sullivan (resume attached) is a master's level social worker with a licensure of Independent Licensed Social Worker and 30 years of experience in direct service or management/administration of social services programming. Catholic Charities Family Services Division also provides Migration and Refugee Services as well as Hispanic Outreach Services.

Mary Ann Sullivan will conduct overall project management; lead and coordinate community collaborations; provide resources and support to project staff; monitor project budget; and ensure staff are completing reporting requirements. Ms. Sullivan has attended trainings and participated on Catholic Charities USA Task Force on Trafficking for more than 5 years.

Hemlal Kafle will provide leadership and coordination for the Vick HTTF and Catholic Charities Anti-Human trafficking program. Kafle manages various components of program operations. He will be supervising staff members, recruitment processes and coaching new employees within Trafficking Victims Services. Additionally, Hemlal will be providing input on policy and procedure changes and policy implementation. Hemlal has over ten years of work experience within the realm of human trafficking (see attached resume)

Importantly, Catholic Charities Human Trafficking program staff has language and cultural competency. Hemlal is culturally competent in South Asian culture and proficient in 4 south Asian languages. Catholic Charities staff includes a case manager who is bilingual in English and Spanish. Finally, we use a youth outreach worker who is trained to look for youth victims in the homeless and runaway youth population who may be internationally trafficked for sex or labor. This youth outreach worker will also case manage any such identified youth in collaboration with the Trafficking Victims Services staff.

Catholic Charities of the Archdiocese of St. Paul and Minneapolis serves the 7 county metropolitan area of St. Paul and Minneapolis. The history of Catholic Charities in Minnesota can be traced to 1869, when St. Joseph's Home for Children was established. Today, Catholic Charities serves more than 37,000 people annually through 40 programs operated at 20 sites providing a variety of services including food, shelter, health care, mental health services, case management and more. Catholic Charities has broad experience working with special marginalized populations in need including the poor, homeless, young children, immigrants and

refugees, homeless teens, victims of abuse, pregnant women and teens, and vulnerable elderly individuals.

For three years in 2007, 2006, and 2005, Catholic Charities resettled the highest number of refugees in the United States. Our Refugee Resettlement program provides case management services for newly arriving family-reunification refugees. Our program is successful because we offer individualized and highly personal services. We are known in the refugee community for our collaborative style and sensitivity to and knowledge of refugee issues. In particular, our program is extremely well regarded by the Somali refugee community in Minnesota. We are collaborative and advocate for clients with our national office, the overseas office, and Homeland Security

Catholic Charities has extensive experience managing grants and contracts. Our agency received more than \$17 million in government grants and contracts in fiscal year 2011 and has a sophisticated management system that includes monthly financial statements and monitoring of project goals and objectives.

As stated earlier, the Vick HTTF has entered into an agreement with Catholic Charities of Minneapolis and Saint Paul. The agreement creates a coordinated effort with them in the ongoing efforts of the Vick HTTF. Catholic Charities has a program entitled Outreach and Support to Special Immigrant Populations (OSSIP) that is a comprehensive assistance program for foreign born survivors of human trafficking. OSSIP provides “intensive case management

and legal services to survivors of human trafficking, to aid survivors in successfully navigating all aspects of the U.S. legal and social services system, with the ultimate goal of self-sufficiency and self-empowerment for the survivor.”

The St Paul Police Department (SPPD) has demonstrated its continued support of the Gerald D. Vick Human Trafficking Task Force in the form of full time staff supported by an unlimited amount of resources as the need was established. BJA can expect the same level of support to continue. The SPPD has recognized and determined that this issue is important to the local communities it serves.

Performance, Evaluation, Sustainability

As identified earlier, the overarching goal of our enhanced Vick Task Force project is to improve coordinated anti-trafficking efforts in Minnesota as follows:

- Increase identification of human trafficking victims;
- Improve training and education regarding human trafficking;
- Provide comprehensive services to victims of trafficking; and
- Improve collaboration on human trafficking among government agencies.

The performance of the Vick Task Force will be assessed routinely throughout the grant period. The Vick HTTF reports case summaries and statistics to the Human Trafficking Reporting System on a monthly basis and will continue to do so. Catholic Charities uses an internal Client Management Information System as a database for tracking the details of client/victim service

data and program outcomes. Catholic Charities program staff will also use the TMS system for data reporting to the Anti-Trafficking national data bank. We have evaluation plans and tools to measure both client outcomes and outcomes related to our training and education activities.

After each monthly report, we assess our progress and evaluate where we can improve to achieve our goals and objectives. The Vick Task Force will continue with its work as it has for the past six years with the basic premise of significantly impacting Human Trafficking in this region.

Catholic Charities is presently working with an outside evaluator -Wilder Foundation in Minnesota -to conduct an overall evaluation of Trafficking Victims Services. Wilder is presently designing the program evaluation, and will implement the evaluation and produce an evaluation report. We plan to use this evaluation format during the next grant period to monitor victim services as well as training and education performance.

Program activity reporting and evaluation findings are routinely brought to the Vick Task Force for continuous review of progress and to obtain input from all stakeholders regarding activities and issues. By the end of the project period, the Vick Task Force will complete activities described and demonstrate measurable outcomes in each of our four targeted goals.

Vick Task Force, SPPD and CC are willing to participate in an evaluation of the program if requested by BJA or OVC.

Budget Detail Worksheet

Purpose: The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

A. Personnel - List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
Sgt. John Bandemer Salary	Annual Salary: \$42.30 per hour x 80 hours per pay period x 52 pay periods	\$175,976.00
Sgt. John Bandemer Overtime	Overtime Wage: \$63.45 per hour x 30 hours per month x 24 months	\$45,684.00
SUB-TOTAL		\$221,660.00

B. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

Name/Position	Computation	Cost
Sgt. John Bandemer Fringe Benefits	24 months of salary x 40.39% benefit rate	\$70,804.00
Sgt. John Bandemer Overtime Fringe Benefits	24 months of overtime wages x 15.74% benefit rate	\$7,195.00
SUB-TOTAL		\$77,999.00
Total Personnel & Fringe Benefits		\$299,659.00

C. Travel - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
Kickoff Training and National Conference	Washington, D.C. and TBD	Airfare	(1 round trip ticket @ \$500) x 5 travelers x 2 events	\$5,000.00
Kickoff Training and National Conference	Washington, D.C. and TBD	Hotel	(5 Nights x \$170 per night) x 5 travelers x 2 events	\$8,500.00
Kickoff Training and National Conference	Washington, D.C. and TBD	Per Diem	(5 days x \$70 per day) x 5 travelers x 2 events	\$3,500.00
Misc. Investigations	Location as of yet unknown	Misc expenses	Misc expenses	\$7,500.00
Financial Management Training	Location as of yet unknown	Airfare	1 round trip ticket @ \$500	\$500.00
Financial Management Training	Location as of yet unknown	Hotel	4 nights x \$170 per night	\$680.00
Financial Management Training	Location as of yet unknown	Per Diem	4 days x \$70 per day	\$280.00
TOTAL				\$25,960.00

D. Equipment - List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Expendable items should be included either in the "supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Computation	Cost
Cellebrite Universal Forensic Extraction Device (UFED) and service contract	1 item x \$9,000	\$9,000.00
TOTAL		\$9,000.00

G. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$450 per day require additional justification and prior approval from OJP.

Name of Consultant	Service Provided	Computation	Cost
Car Lease Vendor	2 leased vehicles	\$450 per month x 2 vehicles x 24 months	\$21,600.00
Internet and Phone Service Provider	2 internet accounts 1 Undercover "cold" phone	\$60/month x 24 months + \$55/month x 24 months	\$2,760.00
Cell phone company	Cell Phone Contract	4 phones x \$75/month x 24 months	\$7,200.00
Law Enforcement Agency Contract	Co-locate task force	4 departments x \$15,000 x 2 years	\$120,000.00
<i>Subtotal</i>			<u>\$151,560.00</u>

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.)

Item	Location	Computation	Cost
Consultant expense entry 1, one line per entry	maximum of three lines		
<i>Subtotal</i>			<u>\$0.00</u>

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item	Cost
maximum of four lines, additional information should be attached on a separate sheet(s)	
<i>Subtotal</i>	
<u>\$0.00</u>	
TOTAL <u>\$151,560.00</u>	

H. Other Costs - List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

Description	Computation	Cost
Public Education and Community Outreach	\$7,221 + \$2,500	\$9,721.00
TOTAL		\$9,721.00

I. Indirect Costs - Indirect costs are allowed only if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories.

Description	Computation	Cost
one line per entry		
TOTAL		\$0.00

Budget Summary- When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.

Budget Category	Amount
A. Personnel	<u>\$221,660.00</u>
B. Fringe Benefits	<u>\$77,999.00</u>
C. Travel	<u>\$25,960.00</u>
D. Equipment	<u>\$9,000.00</u>
E. Supplies	<u>\$4,100.00</u>
F. Construction	<u>\$0.00</u>
G. Consultants/Contracts	<u>\$151,560.00</u>
H. Other	<u>\$9,721.00</u>
Total Direct Costs	<u>\$500,000.00</u>
I. Indirect Costs	<u>\$0.00</u>
TOTAL PROJECT COSTS	<u>\$500,000.00</u>
Federal Request	<u>\$500,000.00</u>
Non-Federal Amount	<u>\$190,388.00</u>

Budget Narrative

Gerald D. Vick Human Trafficking Task Force (HTTF)

A. Personnel

- I. Sergeant Investigator: The grant-funded sergeant position is currently filled by Sgt. John Bandemer who has been and will work 100% on HTTF issues. This position will coordinate efforts of the regional law enforcement task force members as well as serve as the co-chair of the joint HTTF and Trafficking Victim Services Task Force.

Sgt. Bandemer has a 2012 hourly wage of \$42.30 x 80 hours in a pay period x 52 pay periods = \$175,976

Sub-total = \$175,976 ✓

- II. Overtime: The overtime budget will be used exclusively for costs incurred during human trafficking investigations and enforcement activities in excess of St. Paul Police Dept's. (SPPD) in kind personnel contributions to the HTTF and to also cover costs of SPPD trainers who provide training to SPPD and outside law enforcement and victim service providers. The overtime rate for Sgt. Bandemer currently is \$63.45/hr, which will be used as a baseline for calculations. This overtime will be used only by the four officers assigned to work full time on task force issues and/or those officers assigned specifically to assist the HTTF with an ongoing HTTF case or outreach/educational programs. This portion of the budget is based on 30 overtime hours being worked each month by the Investigators assigned to and/or assisting in a human trafficking unit investigation.

\$63.45 x 30 hrs/month x 24 months = \$45,684

Sub-total = \$45,684 ✓

Total = \$221,660

B. Fringe Benefits

Sergeant John Bandemer: 2012 fringe benefit rate for this employee is 40.39%.
The City of St. Paul police employees benefit package includes:

- Employee insurance
- Retiree insurance
- PERA – police relief
- FICA-Medicare
- Severance pay
- Police PERA

24 months salary = \$175,302 x 40.39 % = \$70,804

Sub-total = \$70,804

The overtime fringe rate for the city of St. Paul is 15.749%. This package includes:

- Police PERA
- FICA – Medicare
- PERA – police relief

24 month estimate for overtime \$45,684 x 15.749% = \$7,195

Sub-total = \$7,195

Total = \$77,999

C. Travel

As directed by BJA, travel is being budgeted for the Mandatory Kickoff Training in Washington D.C. It is expected that the Commander of the Human Trafficking Unit, the Sergeant who oversees the task force activity as well as three local law enforcement investigators who are assigned to the task force will attend this training.

<u>Kickoff</u>	<u>Airfare</u>	<u>5 nights hotel</u>	<u>Per diem</u>	<u>Total</u>
Training	\$500	\$850	\$350	\$1,700

5 travelers x \$1,700 = \$8,500

It is anticipated that there will be either one 2012/2013 National Conference or a Regional training to be held at an undetermined location. As per the instructions within the grant application, the applicant is setting aside funds for this possibility. The Vick HTTF will be represented by an estimated five people similar to the Kickoff training.

National Conference	<u>Airfare</u> \$500	<u>5 nights hotel</u> \$850	<u>Per Diem</u> \$350	<u>Total</u> \$1,700
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5 travelers x \$1,700 = \$8,500

The Sergeant who oversees day to day operations of the task force and also manages the expenditures in the budget will attend the Financial Management Training Seminar sponsored by OJP's Office of the Chief Financial Officer.

Financial Seminar	<u>Airfare</u> \$500	<u>4 nights hotel</u> \$680	<u>Per Diem</u> \$280	<u>Total</u> \$1,460
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1 traveler = \$1,460

Human Trafficking investigations in most cases will take the investigator outside of their state and often times across the country following the trail of victims and suspects in the trafficking trade. Costs incurred for this type of expense are typically lodging and per diem, but sometimes air travel can associated with being out of town. Similar travel costs are expected to be incurred during trainings across the state such as lodging and per diem. The travel time between Duluth and the Twin Cities is three hours. It can also be expected that investigators from St. Paul will have to drive to and spend an occasional night over during an investigation or training.

Estimated travel expenses for training/investigations = \$7,500

Total = \$25,960

D. Equipment

The purchase of a Cellebrite Universal Forensic Extraction Device will allow for law enforcement agents to capture forensic data from mobile phones, PDA's, iPads for use in investigations in a more timely fashion than older existing methods.

**Cellebrite Universal Forensic Extraction Device (UFED) and service contract
\$9,000**

E. Supplies

-General office supplies consisting of such things but not limited to: copy paper, printer ink cartridges, folders, writing utensils, binders, vehicle and phone accessories, etc.

\$125/month x 24 months = \$3,500

-DVD's and CD's for making copies and general case investigations are

\$25/month x 24 months= \$600

Total = \$4,100

F. Construction

Not applicable

G. Consultants/Contracts

The SPPD currently uses seized vehicles or retired marked squad cars for investigators to drive. These vehicles would not be considered reliable equipment for longer drives which would be required under this new funding. The department would be requesting two vehicle leases for the task force lead Sergeant/Trainer and lead investigator from SPPD for use in investigations, trainings and day to day business.

\$450/mo x 2 vehicles x 24 months = \$21,600

Sub-total = \$21,600

Many human traffickers are now using the internet to advertise their product and entice clients. An integral part of any investigation of this type would be to contract an account under a fictitious identity to prevent the traffickers from prematurely locating law enforcements identity (TER and EroticMP are examples). Also a "cold phone" that can be used to contact potential suspects without them knowing the investigators identity. The following are estimated costs associated with each:

2 Internet accounts: \$60/month x 24 months = \$1,440

1 undercover "cold" phone: \$55/month x 24 months = \$1,320

Sub-total = \$2,760

Cellular phones under the city contract average about \$75 per month including replacement costs associated with wear and tear.

4 investigator phones x \$75/month x 24 months = \$7,200

Sub-total = \$7,200

For this grant the St. Paul Police Department will look towards contracting with other law enforcement agencies to co-locate the task force. As part of that work SPPD will be offering to reimburse up to \$15,000 per year of overtime expenses incurred by that department for an officer(s) who is working on investigations of human trafficking. SPPD anticipates that there will be four departments agreeing to this program.

4 departments x \$15,000/year x 2 years = \$120,000

Sub-total = \$120,000

Total = \$151,560

H. Other Costs

Our goal of public education and community outreach can be accomplished a number of ways. One way is through a public awareness campaign targeting immigrant communities. Costs associated with such an outreach campaign include but are not limited to:

Creating and printing of Public Educational Flyers/ Posters	\$7,221
Interpretive services to assist in creating flyers/posters	<u>\$2,500</u>

Total = \$9,721

I. Indirect Costs

None anticipated

Non Federal Match

The Non-Federal match amount is in the form of in-kind salaries. Officer Heather Weyker is currently assigned as the full time lead trafficking investigator and has been for the past four years.

PERSONNEL/SALARY

Weyker salary (1-FTE x two years)	\$143,604
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FRINGE

Weyker (for two years)	<u>\$46,784</u>
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TOTAL MATCH

	\$190,388
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Budget Summary

<u>Budget Category:</u>	<u>Amount</u>
A. Personnel	\$221,660
B. Fringe Benefits	\$ 77,999
C. Travel	\$ 25,960
D. Equipment	\$ 9,000
E. Supplies	\$ 4,100
F. Construction	\$ 0
G. Consultants/Contracts	\$151,560
H. Other Costs	<u>\$ 9,721</u>
Total Direct Costs	\$500,000
I. Indirect Costs	\$ 0
Total Project Cost	<u>\$500,000</u>

Federal Request	\$500,000
Non-Federal Amount	\$190,388 (In-Kind Salaries)
Total Project Cost	\$690,388

Attachment 5

Plans for Evaluation and Collecting Data for Performance Measures

Law enforcement

The project will be documented with the use of the BJA sponsored Human Trafficking Reporting System (HTRS) program currently being run through Northeastern University. The Vick HTTF is active in the program, and has been regularly submitting data into the system for review and as a case management system. The data collected through this system will be analyzed at each quarterly meeting of the Advisory Committee to ensure that each of the goals is on task and on schedule. If there is a shortcoming in any of the areas they will be addressed immediately so that by the end of the grant period success will be assured.

A further goal within this reporting structure will be addressing how the Vick HTTF can further the successes that have been achieved and build upon them in a manner that would make the HTTF self sufficient with the partnerships it has developed thus enabling us to continue our work without federal funding if needed. This will be established through hard work and determination, and honest critiques of the work as a whole and individually, and ongoing evaluations of partnership development. We will work to establish partnerships with legitimate business entities with financial resources whose organization could be impacted by the negative impact of crimes associated with human trafficking, much like the community outreach programs established by Target Corp and Walmart Corp that work to educate the public and enhance the quality of life for all. The ultimate goal being the ability of the Vick HTTF to sustain itself, and work proactively and successfully, in this area without federal funding or with minimal federal funding.

Service Provider

Catholic Charities will use our Client Management Information System as a database for tracking the details of client/victim service data and program outcomes. Program staff will also use the TMS system for data reporting to the Anti-Trafficking national data bank. We will evaluate both client outcomes and our training and education activities. We will evaluate education sessions by utilizing satisfaction surveys along with pre and post tests of the subject matter presented to groups.

Catholic Charities Trafficking Victims Services staff will use an electronic client management information system (CMIS) to track numbers of cases, demographics, and services by type for the clients served by our case manager as well as services received from other providers. Data regarding training and the number of presentations, the type of audience, profession of the audience and the number attending, as well as the results of the evaluations will be tracked in a separate database system yet to be developed.

Under our current grant with OVC, we have contracted with Wilder Foundation in Minnesota to conduct an evaluation of our Human Trafficking program. Wilder will design a program evaluation, measure the program outcomes, implement the evaluation, and produce an evaluation report. The items that will be tracked in this evaluation include:

- Numbers of pre-certified victims served through the grant
- Number and types of services provided to the pre-certified victims
- Number of professionals trained, defined by professional discipline

- Changes in law or policy in the community response to human trafficking
- Number of applications made to the U.S. Department of Homeland Security on behalf of victims for continued presence in the United States
- Number of sessions held for training in the identification of trafficking victims
- Number of sessions held for religious organizations
- Number of service providers identified and engaged in providing services to victims during the project period
- Number of cases opened
- Number of victims receiving continued presence
- Number and types of services provided to pre-certified victims
- Number and types of services provided to certified victims

**St. Paul Police Department and Catholic Charities
Enhanced Collaborative Model to Combat Human Trafficking
Project Timeline**

Goal 1: Increase the identification of victims of all forms of human trafficking			
Objectives	Activity	Expected Completion Date	Primary Responsibility
Work with key representatives from labor to increase identification of labor-trafficked victims	Task Force will target victim identification areas for labor trafficking (ie; hospitality industry, agriculture).	On going	USAO, SPPD and CC
	Identify and recruit select labor representatives from target areas to participate on Vick Task Force	On going	CC
	Provide training and education to a minimum of 6 targeted labor organizations	Work on throughout the grant	SPPD and CC
Expand NGO partners on Task Force to increase representation from targeted ethnic communities	Enter into working agreements with several NGO's representing different ethnic communities that meet with LE members regularly.	Within first three months of receiving funding	CC and SPPD
	Conduct monthly Vick Task Force leadership meeting Conduct full Vick Task Force meetings quarterly	Ongoing throughout grant period	USAO, SPPD and CC
Create special anti-human trafficking NGO and service provider committee to report to larger Task Force	Expand collaborative group of NGO's and service providers. This sub-group will meet quarterly and broaden base of Human Trafficking (HT) knowledge and task force work as well as trust for Law Enforcement (LE)	Work on throughout grant period.	CC and SPPD

Goal 2: Improve training and education regarding human trafficking

<p>Provide customized trainings to targeted key stakeholder groups</p>	<ul style="list-style-type: none"> • 2 trainings to county judges • 2 trainings to attorney groups • 6-8 trainings to law enforcement • 6 trainings to academic institutions • 6 trainings to other service providers • 6 trainings to community centers • 5 trainings to health organizations (hospitals and clinics) • 5 trainings to faith based organizations • 6 trainings to targeted labor markets-hospitality industries (ie: restaurants, hotels) 	<p>Conducted over two year grant period</p>	<p>SPPD and CC</p>
<p>Provide public education/awareness</p>	<p>Develop and conduct one larger public presentation designed to raise public awareness in each year of grant</p> <ul style="list-style-type: none"> • Participate in at least 4 conferences by setting up booth and distributing educational materials • Participate on panel discussions on human trafficking conducted by academic institutions, faith-based organizations, etc • Submit op ed letters/articles to media outlets on human 	<p>Conducted over grant period</p>	<p>SPPD and CC</p>

	<p>trafficking issue</p> <ul style="list-style-type: none"> • Participate on cable media programs • Develop and produce social media- create short YouTube films and develop Facebook page • Produce one short training/trafficking awareness video • Conduct two public educational/social events around film or book on human trafficking 		
<p>Develop and produce materials for targeted trainings and public education</p>	<p>Materials produced include:</p> <ul style="list-style-type: none"> • Brochures • TV/radio public service announcements • 10 minute training video • PowerPoint training production • fact sheets • bi-lingual posters 	<p>On Going</p>	<p>SPPD and CC</p>

Goal 3: Provide comprehensive services to victims of trafficking

<p>Continue to provide comprehensive and culturally competent restorative services to identified victims of human trafficking</p>	<p>Provide comprehensive services as described in Attachment 10- Plan for direct services</p>	<p>Ongoing</p>	<p>CC</p>
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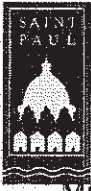
Develop relationships with medical providers who are serving immigrant populations	Identify medical providers clinics and medical facilities that treat diverse populations. Network, educate, and recruit providers to join task force.	Ongoing	CC
Establish emergency protocols for crisis response to identified victims	Publications, trainings, marketing tools, crisis line specific to Human Trafficking which include language needs 1-800 number	Ongoing	CC
Identify sources to provide trafficking victims with services that promote community integration	Find opportunities for trafficking victims to access to sports, social, and cultural events to help re-engage with community		

Goal 4: Improve collaboration and communication on human trafficking across government agencies

Collaborate with government agencies at federal, state and local levels.	Identify and recruit federal, state and local government agencies to participate in task force.	Within four months of receiving funding.	SPPD
	<ul style="list-style-type: none"> • Participate on Sexual Violence Prevention Network at Minnesota Dept. of Health • Participate on Statewide Anti Trafficking Task Force steering committee—staffed by 	Ongoing	CC

	Minnesota Department of Health		
Improve information sharing between key government stakeholder groups	Conduct regular information sharing meetings with prosecutors at all levels to coordinate prosecutions. Conduct regular task force meetings on a rotating schedule.	Ongoing	USAO
Improve communication between investigators and prosecutors for better case triage early in the investigation	Designated office space, training on case presentation and acceptance.	Within three months after receiving funding.	USAO and SPPD

DEPARTMENT OF POLICE
Thomas E. Smith, Chief of Police



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

367 Grove Street Telephone: 651-291-1111
Saint Paul, Minnesota 55101 Facsimile: 651-266-5711

March 1, 2012

U.S. Department of Justice
810 Seventh Street NW., Eighth Floor
Washington, DC 20531

Dear Grant Reviewer:

This letter expresses the intent of Saint Paul Police Department and Catholic Charities of Saint Paul and Minneapolis to partner through close coordination and collaboration to support an enhanced approach to identifying, rescuing, and assisting victims of all forms of human trafficking in the Twin City metropolitan area and the international sea port of Duluth in Minnesota.

Saint Paul Police and Catholic Charities partnership on human trafficking works through the Gerald D. Vick Human Trafficking Task Force. The Vick Task Force was founded in 2005 to build partnerships between community-based organizations, law enforcement agencies and other stakeholders to develop a coordinated approach to address human trafficking. The Vick Task Force regularly convenes stakeholders to address issues related to trafficking; actively conducts human trafficking investigations; and teaches law enforcement agencies and other organizations about the issue. Catholic Charities began work with Saint Paul Police and the Vick Task Force in 2008 as a service provider for human trafficking victims.

Catholic Charities is a large social service provider with active advocacy programs and a longstanding partnership with Saint Paul Police Department in programs that provide assistance for marginalized and vulnerable populations including the homeless, refugees and new immigrant groups in Saint Paul. Saint Paul Police Department has long employed community policing strategies and incorporates the expertise of social programs in the City of Saint Paul to increase safety: from programs that find alternatives to incarceration for women that engage in prostitution to the recently implemented Domestic Violence Blueprint that involves an inter-agency approach to combat domestic violence.

Catholic Charities and Saint Paul Police Department are committed to work closely through the Vick Task Force to achieve the goals and objectives as put forward in the 2012 grant proposal to identify, rescue, and assist human trafficking victims.

Sincerely,

Thomas E. Smith
Chief of Police
Saint Paul Police Department, City of Saint Paul

Mary Ann Sullivan
Vice President Programs
Catholic Charities of St. Paul Minneapolis



U.S. Department of Justice

United States Attorney
District of Minnesota

600 United States Courthouse
300 South Fourth Street
Minneapolis, MN 55415
www.usdoj.gov/usao/mn

(612)664-5600

March 28, 2012

Office of Victims of Crime
U.S. Department of Justice
810 Seventh Street West, Eighth Floor
Washington, D.C. 20531

Dear Grant Reviewer:

I strongly support the grant application of the St. Paul Police Department's Gerald D. Vick Task Force to Combat Human Trafficking. The United States Attorney's Office is committed to being a co-leader and full partner in this Task Force. This office has worked closely with other members of the Task Force and will continue to do so to achieve the goals and objectives described in the grant application.

Human Trafficking inflicts enormous costs on communities and victims. The Department of Justice and this Office are fully committed to doing what is necessary to interdict and alleviate these harms. This grant application underscores this commitment. This office will continue to partner with other Task Force members in advancing the work of the task force, particularly in the areas of law enforcement information sharing networks, collaboration with local prosecutors, training of both law enforcement and the community and developing cases for both local and federal prosecution.

The Gerard D. Vick Task Force has done outstanding work since its inception. This grant will allow the Task Force to continue and expand upon its prior successes and initiatives. We look forward to working closely with our task force partners in law enforcement and victim services to address this burgeoning, complex and tragic problem.

Sincerely,

B. TODD JONES
United States Attorney

cc: John Bandemer
David Steinkamp

MINNESOTA DEPARTMENT OF PUBLIC SAFETY



Office of Justice Programs

445 Minnesota Street • Suite 2300 • Saint Paul, Minnesota 55101-1515
Phone: 651.201.7300 • Fax: 651.296-5787 • TTY: 651.205-4827

March 21, 2012

Office for Victims of Crime
U.S. Department of Justice
810 Seventh Street NW, Eighth Floor
Washington DC 20531

Dear Grant Reviewer:

Please accept this letter in support of the St. Paul Police Department (SPPD) and Catholic Charities of St. Paul and Minneapolis's application to the Department of Justice, Office of Victims of Crimes for funding to combat human trafficking in the Minnesota Twin Cities metropolitan area and Duluth. SPPD and Catholic Charities jointly seek funding for the Gerald D. Vick Human Trafficking Task Force's comprehensive service model to identify, rescue and assist victims of human trafficking.

Minnesota has an incredibly active and committed network of people and organizations mobilized to end human trafficking in our state, including a Statewide Human Trafficking Task Force. The SPPD and Catholic Charities are leaders in this Task Force, working statewide with governmental and non-governmental agencies to address Minnesota's trafficking crimes.

As author of Minnesota's legislatively mandated biennial report on human trafficking, I can attest to the importance of the work of the Gerald D. Vick Human Trafficking Task Force in identifying and investigating trafficking crimes. The Task Force is also vital in holding offenders accountable and ensuring victims receive proper services. I can also attest the importance of expanding a direct, concentrated effort to combat trafficking in Duluth, which is regularly mentioned in Minnesota's human trafficking report as an area of the state needing particular attention. As Minnesota's experts on human trafficking, ensuring the Gerald D. Vick Task Force's ability to work in the Duluth area would be of great benefit to the state.

I fully-support the work of the Gerald D. Vick Task Force and look forward to any opportunity they have to expand upon the work for which they have been so successful. Minnesota continues to be a leader across the nation in addressing human trafficking and the Gerald D. Vick Task Force is vital to that success.

Sincerely,


Danette Buskovick
Director of Training, Research and Communications
Minnesota Department of Public Safety, Office of Justice Programs

Alcohol
and Gambling
Enforcement

Bureau of Criminal
Apprehension

Driver
and Vehicle
Services

Emergency
Communication
Networks

Homeland
Security and
Emergency
Management

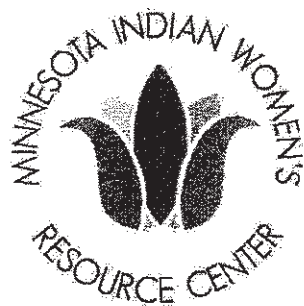
Minnesota
State Patrol

Office of
Communications

Office of
Justice Programs

Office of
Traffic Safety

State Fire Marshal



March 1, 2012

Office for Victims of Crime
U.S. Department of Justice
810 7th St. NW, 8th Floor
Washington, DC 20531

2300 15th Avenue South
Minneapolis, Minnesota 55404
www.miwrc.com

RE: St. Paul Police Department and Catholic Charities of St. Paul and Minneapolis Joint Proposal for an Enhanced Collaborative Model to Combat Human Trafficking.

Dear Grant Reviewer;

I am writing to offer my strong support for the St. Paul Police Department and Catholic Charities of St. Paul and Minneapolis' application to the Department of Justice, Office for Victims of Crime for funding to combat human trafficking in the Twin City Metropolitan area and Duluth, Minnesota. St. Paul PD and Catholic Charities are jointly seeking funding to support the Gerald D. Vick Human Trafficking Task Force, and to support a comprehensive victim service model that identifies, rescues, and assists foreign and domestic adult and minor victims of human trafficking.

The Gerald D. Vick Human Trafficking Task Force was founded in 2005 to promote a collaborative effort among community based organizations and law enforcement agencies to develop a coordinated approach to fighting human trafficking. The Vick Task Force convenes stakeholders and addresses issues related to trafficking, actively conducts human trafficking investigations, and teaches other law enforcement agencies in Minnesota about the issue. Catholic Charities also provides services to the victims in partnership with the Vick Task Force team. They are experienced in addressing the complex needs of marginalized communities.

The Minnesota Indian Women's Resource Center (MIWRC) and other service providers and stakeholders in Minnesota recognize that a coordinated response to human trafficking is essential to identifying and serving victims, and holding perpetrators accountable. We refer our community members to the Vick Task Force and work closely with both St. Paul Police and Catholic Charities to raise awareness and increase effective response to the needs of victims. We are proud to work with these community partners and urge your support for this joint application.

Thank you;
Suzanne Koeplinger
Executive Director

*To empower American Indian women and families to exercise their cultural values and integrity,
and to achieve sustainable life ways, while advocating for justice and equity.*



St. Mary's Health Clinics

A Ministry of the Sisters of St. Joseph of Carondelet

May 9, 2011

Office for Victims of Crime
U.S. Department of Justice
810 Seventh Street NW, Eighth Floor
Washington, DC 20531

RE: St. Paul Police Department and Catholic Charities of St. Paul and
Minneapolis' Joint Proposal for an Enhanced Collaborative Model to Combat
Human Trafficking

Dear Grant Reviewer:

I am writing in support of St. Paul Police Department and Catholic Charities of St. Paul and Minneapolis' application to the Department of Justice, Office for Victims of Crimes for funding to combat human trafficking in the Twin City metropolitan area and Duluth in Minnesota. St. Paul Police Department and Catholic Charities are jointly seeking funding to support the Gerald D. Vick Human Trafficking Task Force and to support a comprehensive victim service model that will identify, rescue, and assist foreign and domestic, adult and minor, victims of human trafficking.

The Gerald D. Vick Human Trafficking Task Force was founded in 2005 to promote a collaborative effort among community-based organizations and law enforcement agencies to develop a coordinated approach to fighting the crimes of human trafficking. The Vick Task Force convenes stakeholders and addresses issues related to trafficking; actively conducts human trafficking investigations; and teaches other law enforcement agencies in Minnesota about the issue. Catholic Charities also provides services to victims the Task Force discovers in their investigations. Catholic Charities has vast experience providing services to people in our community who are refugees, homeless, poor, or otherwise marginalized.

St. Mary's Health Clinics and other service providers and stakeholders in Minnesota recognize that a coordinated response to addressing human trafficking is vital to identifying and serving victims, and holding traffickers accountable. I urge your support of this joint application.

Sincerely,

Barbara L. Dickie
SMHC Executive Director



03/27/2013

Office for Victims of Crime
U.S. Department of Justice
810 Seventh Street NW., Eighth Floor
Washington, DC 20531

RE: St. Paul Police Department and Catholic Charities of St. Paul and Minneapolis' Joint Proposal for an Enhanced Collaborative Model to Combat Human Trafficking

Dear Grant Reviewer:

I am writing in support of St. Paul Police Department and Catholic Charities of St. Paul and Minneapolis' application to the Department of Justice, Office for Victims of Crimes for funding to combat human trafficking in the Twin City metropolitan area and Duluth in Minnesota. St. Paul Police Department and Catholic Charities are jointly seeking funding to support the Gerald D. Vick Human Trafficking Task Force and to support a comprehensive victim service model that will identify, rescue, and assist foreign and domestic, adult and minor, victims of human trafficking.

The Gerald D. Vick Human Trafficking Task Force was founded in 2005 to promote a collaborative effort among community-based organizations and law enforcement agencies to develop a coordinated approach to fighting the crimes of human trafficking. The Vick Task Force convenes stakeholders and addresses issues related to trafficking; actively conducts human trafficking investigations; and teaches other law enforcement agencies in Minnesota about the issue. Catholic Charities also provides services to victims the Task Force discovers in their investigations. Catholic Charities has vast experience providing services to people in our community who are refugees, homeless, poor, or otherwise marginalized.

PAVSA and other service providers and stakeholders in Minnesota recognize that a coordinated response to addressing human trafficking is vital to identifying and serving victims, and holding traffickers accountable. I urge your support of this joint application.

Sincerely,

Candice Harshner
Executive Director

**Catholic Charities of the Archdiocese of St. Paul and Minneapolis
Independent Contractor Agreement**

THIS CONTRACT is made by Catholic Charities of the Archdiocese of St. Paul and Minneapolis, 1200 Second Avenue South, Minneapolis, Minnesota 55403 ("Catholic Charities"), and Program for Aid to Victims of Sexual Assault (PAVSA), located at 32 E 1st Street Suite 200, Duluth, MN 55802 ("Contractor"), to be effective on October 1, 2012.

IN CONSIDERATION of the mutual promises made below, and for other valuable consideration, the sufficiency of which is acknowledged by both parties, Catholic Charities and Contractor agree as follows:

1. **Term.** The term of this Agreement (the "Term") is six (6) months from the Effective Date, unless expressly stated otherwise in Exhibit A, attached to and made part of this Agreement. This Agreement will not automatically renew for successive terms, unless expressly stated otherwise in Exhibit A. If this Agreement does not automatically renew, it will terminate without notice at the end of the Term.
2. **Description of Services.** The services to be performed by Contractor under this Agreement (the "Services") are described in Exhibit A. As used in this Agreement, the term Contractor will be reasonably construed to include any and all employees, agents, students, interns, subcontractors and representatives of Contractor, and/or any other person or entity performing Services by or on behalf of Contractor. Contractor will perform the Services while this Agreement remains in effect. Contractor will coordinate their work efforts and maintain a liaison with the Catholic Charities representative identified in Exhibit A, or any other representative designated in writing by Catholic Charities from time to time. Contractor will use their best efforts, diligence and professional skills to perform the Services at times and locations described in Exhibit A, or as otherwise agreed upon by both parties in writing from time to time. For purposes of scheduling, email communications will suffice. The Services will include quality assurance monitoring, unless waived in writing by Catholic Charities. Contractor will provide Catholic Charities with the results of its quality assurance monitoring within a reasonable time after receiving a written request from Catholic Charities.
3. **Background Check.** Contractor acknowledges and agrees that Contractor must successfully pass a background check selected by Catholic Charities, in its sole discretion, before any Services may be performed, and as may be required thereafter for the proper performance of duties for or on behalf of Catholic Charities. Contractor agrees to submit to the necessary background check, and to assist Catholic Charities by completing any necessary documents. Contractor agrees that, in performing Services, it will only utilize individuals who have passed the required background check. Catholic Charities will pay all costs for each background check, unless otherwise stated on Exhibit A. In the event Contractor does not pass the required background check, this Agreement will immediately terminate without notice. Catholic Charities will notify Contractor if any background results are unacceptable.
4. **Payment and Invoicing.**
 - 4.1. **Invoices.** Contractor will submit invoices to Catholic Charities at the end of each month, unless stated otherwise in Exhibit A. Invoices must reference this

Agreement and state the time period during which invoiced Services were performed. Contractor must provide Catholic Charities with its social security number or Federal tax ID, and Contractor's updated mailing address, in order to receive timely payment for Services.

- 4.2. **Payment.** Catholic Charities will pay Contractor for Services performed only as expressly stated in Exhibit A. Under no circumstances will Contractor receive any other fee, expenses, commission, bonus, benefit or other compensation for Services. Unless stated otherwise in Exhibit A, payment of uncontested amounts will be made to Contractor no more than forty-five (45) days after Catholic Charities receives the invoice in issue. Both parties agree to use good faith efforts to resolve any disputed amounts within thirty (30) days after Catholic Charities send written notice to Contractor regarding disputed amounts.

5. **Contractor's Warranties.**

- 5.1 Contractor warrants that no other party has exclusive rights to Contractor's services in the specific performance areas described in this Agreement. Contractor warrants that they are in no way compromising any rights or trust relationships between any other party and Contractor, or creating a conflict of interest, or any possibility thereof, either for Contractor or, to the best of Contractor's knowledge, for Catholic Charities. Contractor further warrants that all Services provided under this Agreement will be performed in accordance with all applicable Federal, State and local laws and regulations, and with all professional rules or guidelines that may apply. Contractor further warrants that they possess all professional and/or other licenses required by applicable law for the lawful performance of all Services. Contractor agrees to indemnify, defend and hold Catholic Charities harmless from any and all claims of any and all other parties for any breach or alleged breach of these warranties by Contractor, its employees, agents, students, interns, subcontractors and/or other representatives of Contractor.
- 5.2 With respect to all works of authorship created by Contractor in the performance of Services under this Agreement ("Work Product"), Contractor represents and warrants to Catholic Charities that: (a) Contractor's retention by Catholic Charities and the creation, use or distribution of Work Product does not and will not violate any non-compete, confidentiality or other contract binding on Contractor or infringe on any patent, copyright, trade secret or other proprietary right of any third party; (b) the Work Product is and will be original; and (c) the Work Product will conform strictly and in all respects to applicable specifications and prevailing standards of workmanship.

6. **Indemnity and Insurance**

- 6.1 Contractor shall indemnify, defend and hold Catholic Charities harmless from and against any and all claims, liabilities, losses, damage, costs and/or expenses (including reasonable attorney fees) in any way arising or alleged to arise from Contractor's performance of the Services ("Claims" collectively, or "Claim" individually) including, but not limited to, any claims or allegations of malpractice, negligence or other legal liability on the part of Contractor, its employees, agents, subcontractors, students, interns, subcontractors and/or other representatives. Contractor shall not, under any circumstances, negotiate or settle any Claim on behalf of Catholic

Charities, nor make any representation or admission on behalf of Catholic Charities, without the express prior written consent of Catholic Charities. Catholic Charities shall at all times have the right to select and secure its own legal or other representation with respect to any Claim, and Contractor agrees to reimburse Catholic Charities for all such reasonable costs, fees and expenses.

- 6.2 During the Term, and for any extended reporting period required thereafter, Contractor agrees to maintain all insurance expressly required in Exhibit A. Whether or not expressly required by Exhibit A, Contractor agrees to maintain at least the minimum insurance required by law for Contractor's performance of all Services including, but not limited to, automobile insurance for any vehicle used by Contractor in the performance of Services, malpractice insurance and professional liability insurance. Contractor will provide proof of insurance to Catholic Charities within ten (10) days of receiving its written request.

7. **Nature of Relationship.** Contractor understands and agrees that:

- a. **Independent Contractor.** Contractor is an independent Contractor of Catholic Charities, and not an employee. Nothing in this Agreement shall be in any way construed to create a relationship of employer and employee between Catholic Charities and Contractor, or between Catholic Charities and any employee, agent, student, intern, subcontractor or representative of Contractor. As an independent contractor, Contractor is solely responsible for selection, control and supervision of the means by which Services are completed. Such means are subject to Contractor's discretion, and Contractor will exercise that discretion in a manner consistent with the goal of completing all Services on schedule and according to the terms of this Agreement. Contractor will comply with all policies and procedures of Catholic Charities that are communicated to Contractor and apply to the performance of Services. Contractor expressly acknowledges and agrees that Catholic Charities policies include a weapons ban, applicable to all facilities, locations and services. In no event may Contractor use any Catholic Charities property, equipment, personnel, location, facility, funds or other resources for any "for profit" purpose, to any extent.
- b. **Training.** Contractor is solely responsible for securing and/or providing all training necessary for the proper performance of Services by Contractor or by Contractor's employees, agents, students, interns, subcontractors and representatives. Unless expressly stated otherwise in Exhibit A, Catholic Charities is not responsible for and will not provide any training to Contractor, its employees, agents or representatives.
- c. **Supplies.** Unless expressly stated otherwise in Exhibit A, Contractor will be solely responsible for securing and providing all supplies necessary for the proper performance of Services, at Contractor's sole expense. Catholic Charities will not reimburse Contractor for supplies unless, and then only to the extent, expressly stated in Exhibit A.
- d. **No Withholding.** Contractor will not be treated as an employee for purposes of any local, state or federal income tax withholding; F.I.C.A., Medicare/Medicaid or similar withholding; workers' compensation; reemployment or unemployment compensation benefits; or for any other purpose.
- e. **No Employee Benefits.** Contractor will not qualify for any employee benefits that

Catholic Charities may at any time provide to its employees including, but not limited to, health insurance, vacation, sick leave, disability or retirement benefits.

- f. **Safety and Privacy Compliance.** Contractor expressly agrees to comply with OSHA, HIPAA and all other applicable safety laws and privacy laws in performing and completing the Services.
 - g. **Not An Agent.** Contractor is not an agent of Catholic Charities and has no authority to in any way bind Catholic Charities for any purpose. Under no circumstances will Contractor, through act or omission, in any way represent that it is an agent of Catholic Charities, nor in any way incur any obligation or make any commitment on behalf of Catholic Charities.
 - h. **Non-Exclusive.** Contractor expressly reserves the right to engage in any lawful business, trade, occupation or profession, and to perform lawful services for others, except as provided in Paragraph 3 of this Agreement. Contractor will not engage in any lawful activity or perform any services for others if such activity or services could reasonably be expected to impair Contractor's ability to perform all services in a timely manner. In no event shall Contractor engage in any unlawful business, occupation or profession, or perform any unlawful service to any party, during the Term of this Agreement.
8. **Work for Hire.** All Work Product created as a result of Contractor's performance under this Agreement is "work for hire" under United States copyright law and shall be owned exclusively by Catholic Charities. Work Product will include, without limitation, all trade marks and service marks created by Contractor in the performance of Services under this Agreement. If and to the extent Contractor may, under copyright or other applicable law, be entitled to claim any ownership interest in the Work Product, Contractor hereby transfers, grants, conveys, assigns and relinquishes exclusively to Catholic Charities all of Contractor's right, title and interest, including the copyright, in and to the Work Product. Upon written request from Catholic Charities, Contractor will promptly execute such assignments and other documents and take such other action as Catholic Charities may reasonably request to convey to Catholic Charities full ownership of any and all Work Product.
9. **Confidentiality and Security.** The terms of Paragraphs 8, 9 and 10 shall be construed to apply to Contractor's employees, agents and representatives, and will survive termination of this Agreement.
- 9.1 **Confidential Information.** For purposes of this Agreement, "Confidential Information" includes all information, processes, documents and systems of Catholic Charities of any kind including, without limitation, confidential, proprietary or trade secret information, whether developed by Catholic Charities or by others. "Confidential Information" also includes the terms of this Agreement including, but not limited to, payment terms. "Confidential Information" does not include information published by Catholic Charities on or before the Effective Date, or which is generally known to the public on the Effective Date, or which later becomes published or generally known to the public other than as a direct or indirect result of any unauthorized disclosure or use by Contractor or any third party.
- 9.2 **Nondisclosure.** Contractor acknowledges that, as a result of this Agreement, Contractor may gain access to Confidential Information. Contractor acknowledges

and agrees that Catholic Charities has a valid purpose and need to prevent disclosure and unauthorized use of all Confidential Information. Contractor agrees that, regardless of how it acquires such information, it will use Confidential Information only as authorized by Catholic Charities and only to the extent reasonably necessary to properly perform the Services. Contractor acknowledges and agrees that disclosure or unauthorized use of any Confidential Information during or after the Term would cause irreparable harm to Catholic Charities, and agrees to use Contractor's best efforts to prevent any such disclosure or use. Except as expressly required by law, Contractor will not, at any time during or after the Term, directly or indirectly, by act or omission, disclose, divulge, furnish, publish, discuss or otherwise make accessible any Confidential Information to any third party or to the general public, regardless of how Contractor acquired such information. At no time and under no circumstances will Contractor use, or permit to be used, any Confidential Information for any purpose other than the performance of Services, or to any extent not reasonably necessary to the performance of Services.

- 9.3 **Access to Premises.** Contractor acknowledges that, as a result of this Agreement, Contractor may gain access to one or more of Catholic Charities' premises. Contractor acknowledges the need for security regarding such premises, and agrees to take reasonable steps to prevent unauthorized access. Contractor will not access such premises except as necessary to perform Services, unless expressly invited by Catholic Charities.
10. **Non-Discrimination/Equal Employment.** Contractor agrees to and understands that Catholic Charities has a zero-tolerance policy against any type of harassment or discrimination. Contractor agrees to comply with this policy and agrees not to infringe upon a person's being through discrimination or harassment based on race, gender, sexual orientation, color, religion, national origin, age, ancestry, disability, genetic information or any other class protected by law.
11. **Debarment and Suspension.** By accepting or beginning performance of any Contract or Agreement, Contractor certifies that neither Contractor nor any of its principals is debarred, suspended, or proposed for debarment from the award of contracts by any local, State or Federal government entity, including their departments, commissions, agencies, or political subdivisions. If Contractor cannot provide any of these certifications, or subsequently becomes aware that any certification is incorrect for any reason, Contractor must immediately notify Catholic Charities of the Archdiocese of Saint Paul and Minneapolis in writing.
12. **Injunctive Relief.** Contractor agrees that it would be difficult to compensate Catholic Charities fully for damages arising in any way from any violation of the provisions of Paragraph 9 of this Agreement. Accordingly, Contractor specifically agrees that Catholic Charities shall be entitled to temporary and permanent injunctive relief to enforce Paragraph 9 of this Agreement and that such relief may be granted without the necessity of proving actual damages. Nothing in this provision shall be construed to in any way diminish the right of Catholic Charities to claim and recover damages, in addition to injunctive relief.
13. **Termination of Agreement.**
- 13.1 **Without Cause.** Either party may terminate this Agreement without cause by providing written notice to the other party at least ten (10) days prior to the effective

date of the termination (the "Termination Date").

- 13.2 **Breach.** If either party breaches any provision of this Agreement, the other party may immediately terminate this Agreement by providing written notice to the breaching party. If Contractor breaches this Agreement, Catholic Charities reserves the right to terminate this Agreement in whole or in part by providing written notice to Contractor, stating the effective Termination Date.
- 13.3 **Notice.** Notice of termination must be in writing and delivered by the US Postal Service or a courier service. Notice by email alone is not proper notice.
- 13.4 **Effect of Termination.** In the event of termination, Catholic Charities' sole obligation to Contractor will be to reimburse Contractor for Services actually performed by Contractor through the Termination Date, and for any Services later performed pursuant to mutual agreement or partial termination. On or before the Termination Date, Contractor will deliver and hand over to Catholic Charities in an orderly fashion any and all property of Catholic Charities of every description. Any termination will be without prejudice to any claims that Catholic Charities may have against Contractor. Termination will not relieve Contractor of their continuing obligations under this Agreement, particularly the requirements of Paragraphs 8 and 9 above.
14. **Assignment.** Neither party may assign this Agreement, in whole or in part, without the express prior written consent of the other party. Any such attempted assignment is null and void.
15. **Conflict of Interest.** Contractor agrees that they will not create a conflict of interest that could prove to be detrimental to the interests of Catholic Charities. Contractor will immediately notify Catholic Charities in writing upon becoming aware of any potential conflict of interest. Catholic Charities agrees to promptly evaluate and notify Contractor of its decision regarding any such conflict of interest.
16. **General Provisions**
- 16.1 **Waivers.** Neither party waives any right or remedy under this Agreement by failing or delaying to exercise that right or remedy, or by failing or delaying to exercise any other right or remedy, or by exercising only some of its rights or remedies. Nothing in this Agreement shall operate as such a waiver, or be construed as creating such a waiver, or preclude any other or further exercise of any right or remedy available under this Agreement or applicable law. Nothing in this Agreement or this provision shall be in any way construed as extending or waiving any applicable statute of limitations.
- 16.2 **Governing Law.** This Agreement is to be governed and construed by the laws of the State of Minnesota.
- 16.3 **Entire Agreement.** This Agreement, including Exhibit A, contains the full and complete understanding of the parties with respect to the performance of Services by Contractor for Catholic Charities. No oral or written representations, understandings or agreements created prior to or at the same time as this Agreement may be construed as defining, explaining or changing this Agreement in any way.

This Agreement may only be canceled, modified or amended in a writing signed by all parties to the Agreement.

- 16.4 **Severability.** Should any part of this Agreement be deemed invalid or unenforceable for any reason, the remaining portions of this Agreement will remain in full force and effect as though the portions deemed invalid or unenforceable had never been included. This Agreement will terminate immediately should a court of law decide, or both parties agree in writing, that this Agreement fails of its essential purpose without the invalid or unenforceable provisions.

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BY EXECUTING THIS INDEPENDENT CONTRACTOR AGREEMENT BELOW, each party acknowledges that it agrees to and intends to be bound by all terms and conditions of this Agreement as of the Effective Date, and that the individual signing is duly authorized to create a binding agreement on its behalf.

Program for Aid to Victims of Sexual Assault (PAVSA)

Catholic Charities of the Archdiocese of St. Paul and Minneapolis

By: Candice Harshner

By: Mary Ann Sullivan

Print Name: Candice Harshner

Print Name: MARY ANN SULLIVAN

Title: Executive Director

Title: VP Program Operations

Date: 3/27/2012

Date: 3/21/12

**CATHOLIC CHARITIES AND ARCHDIOCESE OF ST. PAUL AND MINNEAPOLIS
INDEPENDENT CONTRACTOR AGREEMENT
EXHIBIT A**

THIS EXHIBIT A is incorporated by reference, in its entirety, as part of the Independent Contractor Agreement between Catholic Charities and Program for Aid to Victims of Sexual Assault (PAVSA) effective October 1, 2012. Any changes to this Exhibit A must be made in writing, dated and signed by both parties to be effective.

TERM OF AGREEMENT (if other than six months): October 1, 2012 through September 30, 2014

AUTOMATIC RENEWAL (This Agreement will NOT automatically renew unless changed here):

DESCRIPTION OF SERVICES: PAVSA will provide services to victims of sexual assault and trafficking. We offer advocacy, SANE, licensed counseling, systems advocacy and legal services. Our service area typically is Southern St. Louis County. Pursuant to this contract, PAVSA will offer services to victims referred by Catholic Charities.

CATHOLIC CHARITIES CONTACT PERSON/LIAISON:

Hemlal Kafle
1276 University Avenue West, St. Paul, MN 55104
Hemlal.Kafle@cctwincities.org
Office phone number (651) 647-3100 direct phone line: (651) 647-3176

PAYMENT FOR SERVICES:

SCHEDULE FOR PERFORMANCE OF SERVICES: 30 days

SUPPLIES TO BE PROVIDED BY CATHOLIC CHARITIES: Qualifying direct services

TRAINING TO BE PROVIDED BY CATHOLIC CHARITIES (if any, in addition to basic training regarding Catholic Charities policies and procedures applicable to the Services): None due to the nature of our programs operating complementary of each other.

Catholic Charities of the Archdiocese of St. Paul and Minneapolis Independent Contractor Agreement

THIS CONTRACT is made by Catholic Charities of the Archdiocese of St. Paul and Minneapolis, 1200 Second Avenue South, Minneapolis, Minnesota 55403 ("Catholic Charities"), and Breaking Free, located at 770 University West Avenue, St. Paul, MN. 55107 ("Contractor"), to be effective on October 1, 2012.

IN CONSIDERATION of the mutual promises made below, and for other valuable consideration, the sufficiency of which is acknowledged by both parties, Catholic Charities and Contractor agree as follows:

1. **Term.** The term of this Agreement (the "Term") is six (6) months from the Effective Date, unless expressly stated otherwise in Exhibit A, attached to and made part of this Agreement. This Agreement will not automatically renew for successive terms, unless expressly stated otherwise in Exhibit A. If this Agreement does not automatically renew, it will terminate without notice at the end of the Term.
2. **Description of Services.** The services to be performed by Contractor under this Agreement (the "Services") are described in Exhibit A. As used in this Agreement, the term Contractor will be reasonably construed to include any and all employees, agents, students, interns, subcontractors and representatives of Contractor, and/or any other person or entity performing Services by or on behalf of Contractor. Contractor will perform the Services while this Agreement remains in effect. Contractor will coordinate their work efforts and maintain a liaison with the Catholic Charities representative identified in Exhibit A, or any other representative designated in writing by Catholic Charities from time to time. Contractor will use their best efforts, diligence and professional skills to perform the Services at times and locations described in Exhibit A, or as otherwise agreed upon by both parties in writing from time to time. For purposes of scheduling, email communications will suffice. The Services will include quality assurance monitoring, unless waived in writing by Catholic Charities. Contractor will provide Catholic Charities with the results of its quality assurance monitoring within a reasonable time after receiving a written request from Catholic Charities.
3. **Background Check.** Contractor acknowledges and agrees that Contractor must successfully pass a background check selected by Catholic Charities, in its sole discretion, before any Services may be performed, and as may be required thereafter for the proper performance of duties for or on behalf of Catholic Charities. Contractor agrees to submit to the necessary background check, and to assist Catholic Charities by completing any necessary documents. Contractor agrees that, in performing Services, it will only utilize individuals who have passed the required background check. Catholic Charities will pay all costs for each background check, unless otherwise stated on Exhibit A. In the event Contractor does not pass the required background check, this Agreement will immediately terminate without notice. Catholic Charities will notify Contractor if any background results are unacceptable.
4. **Payment and Invoicing.**
 - 4.1. **Invoices.** Contractor will submit invoices to Catholic Charities at the end of each month, unless stated otherwise in Exhibit A. Invoices must reference this Agreement and state the time period during which invoiced Services were performed. Contractor must provide Catholic Charities with its social security number or Federal tax ID, and Contractor's updated mailing address, in order to receive timely payment for Services.
 - 4.2. **Payment.** Catholic Charities will pay Contractor for Services performed only as expressly

stated in Exhibit A. Under no circumstances will Contractor receive any other fee, expenses, commission, bonus, benefit or other compensation for Services. Unless stated otherwise in Exhibit A, payment of uncontested amounts will be made to Contractor no more than forty-five (45) days after Catholic Charities receives the invoice in issue. Both parties agree to use good faith efforts to resolve any disputed amounts within thirty (30) days after Catholic Charities send written notice to Contractor regarding disputed amounts.

5. Contractor's Warranties.

- 5.1 Contractor warrants that no other party has exclusive rights to Contractor's services in the specific performance areas described in this Agreement. Contractor warrants that they are in no way compromising any rights or trust relationships between any other party and Contractor, or creating a conflict of interest, or any possibility thereof, either for Contractor or, to the best of Contractor's knowledge, for Catholic Charities. Contractor further warrants that all Services provided under this Agreement will be performed in accordance with all applicable Federal, State and local laws and regulations, and with all professional rules or guidelines that may apply. Contractor further warrants that they possess all professional and/or other licenses required by applicable law for the lawful performance of all Services. Contractor agrees to indemnify, defend and hold Catholic Charities harmless from any and all claims of any and all other parties for any breach or alleged breach of these warranties by Contractor, its employees, agents, students, interns, subcontractors and/or other representatives of Contractor.
- 5.2 With respect to all works of authorship created by Contractor in the performance of Services under this Agreement ("Work Product"), Contractor represents and warrants to Catholic Charities that: (a) Contractor's retention by Catholic Charities and the creation, use or distribution of Work Product does not and will not violate any non-compete, confidentiality or other contract binding on Contractor or infringe on any patent, copyright, trade secret or other proprietary right of any third party; (b) the Work Product is and will be original; and (c) the Work Product will conform strictly and in all respects to applicable specifications and prevailing standards of workmanship.

6. Indemnity and Insurance

- 6.1 Contractor shall indemnify, defend and hold Catholic Charities harmless from and against any and all claims, liabilities, losses, damage, costs and/or expenses (including reasonable attorney fees) in any way arising or alleged to arise from Contractor's performance of the Services ("Claims" collectively, or "Claim" individually) including, but not limited to, any claims or allegations of malpractice, negligence or other legal liability on the part of Contractor, its employees, agents, subcontractors, students, interns, subcontractors and/or other representatives. Contractor shall not, under any circumstances, negotiate or settle any Claim on behalf of Catholic Charities, nor make any representation or admission on behalf of Catholic Charities, without the express prior written consent of Catholic Charities. Catholic Charities shall at all times have the right to select and secure its own legal or other representation with respect to any Claim, and Contractor agrees to reimburse Catholic Charities for all such reasonable costs, fees and expenses.
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agrees to maintain all insurance expressly required in Exhibit A. Whether or not expressly required by Exhibit A, Contractor agrees to maintain at least the minimum insurance required by law for Contractor's performance of all Services including, but not limited to, automobile insurance for any vehicle used by Contractor in the performance of Services, malpractice insurance and professional liability insurance. Contractor will provide proof of insurance to Catholic Charities within ten (10) days of receiving its written request.

7. **Nature of Relationship.** Contractor understands and agrees that:

- a. **Independent Contractor.** Contractor is an independent Contractor of Catholic Charities, and not an employee. Nothing in this Agreement shall be in any way construed to create a relationship of employer and employee between Catholic Charities and Contractor, or between Catholic Charities and any employee, agent, student, intern, subcontractor or representative of Contractor. As an independent contractor, Contractor is solely responsible for selection, control and supervision of the means by which Services are completed. Such means are subject to Contractor's discretion, and Contractor will exercise that discretion in a manner consistent with the goal of completing all Services on schedule and according to the terms of this Agreement. Contractor will comply with all policies and procedures of Catholic Charities that are communicated to Contractor and apply to the performance of Services. Contractor expressly acknowledges and agrees that Catholic Charities policies include a weapons ban, applicable to all facilities, locations and services. In no event may Contractor use any Catholic Charities property, equipment, personnel, location, facility, funds or other resources for any "for profit" purpose, to any extent.
- b. **Training.** Contractor is solely responsible for securing and/or providing all training necessary for the proper performance of Services by Contractor or by Contractor's employees, agents, students, interns, subcontractors and representatives. Unless expressly stated otherwise in Exhibit A, Catholic Charities is not responsible for and will not provide any training to Contractor, its employees, agents or representatives.
- c. **Supplies.** Unless expressly stated otherwise in Exhibit A, Contractor will be solely responsible for securing and providing all supplies necessary for the proper performance of Services, at Contractor's sole expense. Catholic Charities will not reimburse Contractor for supplies unless, and then only to the extent, expressly stated in Exhibit A.
- d. **No Withholding.** Contractor will not be treated as an employee for purposes of any local, state or federal income tax withholding; F.I.C.A., Medicare/Medicaid or similar withholding; workers' compensation; reemployment or unemployment compensation benefits; or for any other purpose.
- e. **No Employee Benefits.** Contractor will not qualify for any employee benefits that Catholic Charities may at any time provide to its employees including, but not limited to, health insurance, vacation, sick leave, disability or retirement benefits.
- f. **Safety and Privacy Compliance.** Contractor expressly agrees to comply with OSHA, HIPAA and all other applicable safety laws and privacy laws in performing and completing the Services.
- g. **Not An Agent.** Contractor is not an agent of Catholic Charities and has no authority to in

any way bind Catholic Charities for any purpose. Under no circumstances will Contractor, through act or omission, in any way represent that it is an agent of Catholic Charities, nor in any way incur any obligation or make any commitment on behalf of Catholic Charities.

- h. **Non-Exclusive.** Contractor expressly reserves the right to engage in any lawful business, trade, occupation or profession, and to perform lawful services for others, except as provided in Paragraph 3 of this Agreement. Contractor will not engage in any lawful activity or perform any services for others if such activity or services could reasonably be expected to impair Contractor's ability to perform all services in a timely manner. In no event shall Contractor engage in any unlawful business, occupation or profession, or perform any unlawful service to any party, during the Term of this Agreement.
- 8. **Work for Hire.** All Work Product created as a result of Contractor's performance under this Agreement is "work for hire" under United States copyright law and shall be owned exclusively by Catholic Charities. Work Product will include, without limitation, all trade marks and service marks created by Contractor in the performance of Services under this Agreement. If and to the extent Contractor may, under copyright or other applicable law, be entitled to claim any ownership interest in the Work Product, Contractor hereby transfers, grants, conveys, assigns and relinquishes exclusively to Catholic Charities all of Contractor's right, title and interest, including the copyright, in and to the Work Product. Upon written request from Catholic Charities, Contractor will promptly execute such assignments and other documents and take such other action as Catholic Charities may reasonably request to convey to Catholic Charities full ownership of any and all Work Product.
- 9. **Confidentiality and Security.** The terms of Paragraphs 8, 9 and 10 shall be construed to apply to Contractor's employees, agents and representatives, and will survive termination of this Agreement.

 - 9.1 **Confidential Information.** For purposes of this Agreement, "Confidential Information" includes all information, processes, documents and systems of Catholic Charities of any kind including, without limitation, confidential, proprietary or trade secret information, whether developed by Catholic Charities or by others. "Confidential Information" also includes the terms of this Agreement including, but not limited to, payment terms. "Confidential Information" does not include information published by Catholic Charities on or before the Effective Date, or which is generally known to the public on the Effective Date, or which later becomes published or generally known to the public other than as a direct or indirect result of any unauthorized disclosure or use by Contractor or any third party.
 - 9.2 **Nondisclosure.** Contractor acknowledges that, as a result of this Agreement, Contractor may gain access to Confidential Information. Contractor acknowledges and agrees that Catholic Charities has a valid purpose and need to prevent disclosure and unauthorized use of all Confidential Information. Contractor agrees that, regardless of how it acquires such information, it will use Confidential Information only as authorized by Catholic Charities and only to the extent reasonably necessary to properly perform the Services. Contractor acknowledges and agrees that disclosure or unauthorized use of any Confidential Information during or after the Term would cause irreparable harm to Catholic Charities, and agrees to use Contractor's best efforts to prevent any such disclosure or use. Except as expressly required by law, Contractor will not, at any time during or after the Term, directly or indirectly, by act or omission, disclose, divulge,

furnish, publish, discuss or otherwise make accessible any Confidential Information to any third party or to the general public, regardless of how Contractor acquired such information. At no time and under no circumstances will Contractor use, or permit to be used, any Confidential Information for any purpose other than the performance of Services, or to any extent not reasonably necessary to the performance of Services.

9.3 **Access to Premises.** Contractor acknowledges that, as a result of this Agreement, Contractor may gain access to one or more of Catholic Charities' premises. Contractor acknowledges the need for security regarding such premises, and agrees to take reasonable steps to prevent unauthorized access. Contractor will not access such premises except as necessary to perform Services, unless expressly invited by Catholic Charities.

10. **Non-Discrimination/Equal Employment.** Contractor agrees to and understands that Catholic Charities has a zero-tolerance policy against any type of harassment or discrimination. Contractor agrees to comply with this policy and agrees not to infringe upon a person's being through discrimination or harassment based on race, gender, sexual orientation, color, religion, national origin, age, ancestry, disability, genetic information or any other class protected by law.

11. **Debarment and Suspension.** By accepting or beginning performance of any Contract or Agreement, Contractor certifies that neither Contractor nor any of its principals is debarred, suspended, or proposed for debarment from the award of contracts by any local, State or Federal government entity, including their departments, commissions, agencies, or political subdivisions. If Contractor cannot provide any of these certifications, or subsequently becomes aware that any certification is incorrect for any reason, Contractor must immediately notify Catholic Charities of the Archdiocese of Saint Paul and Minneapolis in writing.

12. **Injunctive Relief.** Contractor agrees that it would be difficult to compensate Catholic Charities fully for damages arising in any way from any violation of the provisions of Paragraph 9 of this Agreement. Accordingly, Contractor specifically agrees that Catholic Charities shall be entitled to temporary and permanent injunctive relief to enforce Paragraph 9 of this Agreement and that such relief may be granted without the necessity of proving actual damages. Nothing in this provision shall be construed to in any way diminish the right of Catholic Charities to claim and recover damages, in addition to injunctive relief.

13. **Termination of Agreement.**

13.1 **Without Cause.** Either party may terminate this Agreement without cause by providing written notice to the other party at least ten (10) days prior to the effective date of the termination (the "Termination Date").

13.2 **Breach.** If either party breaches any provision of this Agreement, the other party may immediately terminate this Agreement by providing written notice to the breaching party. If Contractor breaches this Agreement, Catholic Charities reserves the right to terminate this Agreement in whole or in part by providing written notice to Contractor, stating the effective Termination Date.

13.3 **Notice.** Notice of termination must be in writing and delivered by the US Postal Service or a courier service. Notice by email alone is not proper notice.

- 13.4 **Effect of Termination.** In the event of termination, Catholic Charities' sole obligation to Contractor will be to reimburse Contractor for Services actually performed by Contractor through the Termination Date, and for any Services later performed pursuant to mutual agreement or partial termination. On or before the Termination Date, Contractor will deliver and hand over to Catholic Charities in an orderly fashion any and all property of Catholic Charities of every description. Any termination will be without prejudice to any claims that Catholic Charities may have against Contractor. Termination will not relieve Contractor of their continuing obligations under this Agreement, particularly the requirements of Paragraphs 8 and 9 above.
14. **Assignment.** Neither party may assign this Agreement, in whole or in part, without the express prior written consent of the other party. Any such attempted assignment is null and void.
15. **Conflict of Interest.** Contractor agrees that they will not create a conflict of interest that could prove to be detrimental to the interests of Catholic Charities. Contractor will immediately notify Catholic Charities in writing upon becoming aware of any potential conflict of interest. Catholic Charities agrees to promptly evaluate and notify Contractor of its decision regarding any such conflict of interest.
16. **General Provisions**
- 16.1 **Waivers.** Neither party waives any right or remedy under this Agreement by failing or delaying to exercise that right or remedy, or by failing or delaying to exercise any other right or remedy, or by exercising only some of its rights or remedies. Nothing in this Agreement shall operate as such a waiver, or be construed as creating such a waiver, or preclude any other or further exercise of any right or remedy available under this Agreement or applicable law. Nothing in this Agreement or this provision shall be in any way construed as extending or waiving any applicable statute of limitations.
- 16.2 **Governing Law.** This Agreement is to be governed and construed by the laws of the State of Minnesota.
- 16.3 **Entire Agreement.** This Agreement, including Exhibit A, contains the full and complete understanding of the parties with respect to the performance of Services by Contractor for Catholic Charities. No oral or written representations, understandings or agreements created prior to or at the same time as this Agreement may be construed as defining, explaining or changing this Agreement in any way. This Agreement may only be canceled, modified or amended in a writing signed by all parties to the Agreement.
- 16.4 **Severability.** Should any part of this Agreement be deemed invalid or unenforceable for any reason, the remaining portions of this Agreement will remain in full force and effect as though the portions deemed invalid or unenforceable had never been included. This Agreement will terminate immediately should a court of law decide, or both parties agree in writing, that this Agreement fails of its essential purpose without the invalid or unenforceable provisions.

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BY EXECUTING THIS INDEPENDENT CONTRACTOR AGREEMENT BELOW, each party acknowledges that it agrees to and intends to be bound by all terms and conditions of this Agreement as of the Effective Date, and that the individual signing is duly authorized to create a binding agreement on its behalf.

Breaking Free

Catholic Charities of the Archdiocese of
St. Paul and Minneapolis

By: Vednita Carter

By: _____

Print Name: Vednita Carter

Print Name: _____

Title: Executive DIR.

Title: _____

Date: 3/29/12

Date: _____

**CATHOLIC CHARITIES AND ARCHDIOCESE OF ST. PAUL AND MINNEAPOLIS
INDEPENDENT CONTRACTOR AGREEMENT
EXHIBIT A**

THIS EXHIBIT A is incorporated by reference, in its entirety, as part of the Independent Contractor Agreement between Catholic Charities and Breaking Free, effective October 1, 2012. Any changes to this Exhibit A must be made in writing, dated and signed by both parties to be effective.

TERM OF AGREEMENT (if other than six months): October 1, 2012 through September 30, 2014

AUTOMATIC RENEWAL (This Agreement will NOT automatically renew unless changed here):

DESCRIPTION OF SERVICES:

CATHOLIC CHARITIES CONTACT PERSON/LIAISON:

Name: Hemlal Kafle
Mailing address: 1276 University Avenue West, St. Paul, MN. 55104
Email address: Hemlal.Kafle@cctwincities.org
Telephone: (651) 647-3100

PAYMENT FOR SERVICES: Please refer to M.O.U.

SCHEDULE FOR PERFORMANCE OF SERVICES: 30 days

SUPPLIES TO BE PROVIDED BY CATHOLIC CHARITIES: Qualifying direct services

TRAINING TO BE PROVIDED BY CATHOLIC CHARITIES (if any, in addition to basic training regarding Catholic Charities policies and procedures applicable to the Services): None due to the nature of our programs operating complementary of each other.

Opportunity Title:	BJA FY 12 Enhanced Collaborative Model to Combat Human
Offering Agency:	Bureau of Justice Assistance
CFDA Number:	16.320
CFDA Description:	Services for Trafficking Victims
Opportunity Number:	BJA-2012-3182
Competition ID:	
Opportunity Open Date:	02/01/2012
Opportunity Close Date:	03/29/2012
Agency Contact:	For assistance with any other requirement of this solicitation, contact the BJA Justice Information Center at 1-877-927-5657, via e-mail to JIC@telesishq.com, or by live web chat. The BJA Justice Information Center hours of operation are 8:30 a.m. to 5:00 p.m. eastern time Monday through Friday, and 8:30

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

* Application Filing Name:

Mandatory Documents

Move Form to Complete

Move Form to Delete

Mandatory Documents for Submission

Application for Federal Assistance (SF-424)
 Assurances for Non-Construction Programs (SF-42)
 Disclosure of Lobbying Activities (SF-LLL)
 Project Narrative Attachment Form
 Budget Narrative Attachment Form
 Other Attachments Form

Optional Documents

Move Form to Submission List

Move Form to Delete

Optional Documents for Submission

Faith Based EEO Survey

Instructions

- 1** Enter a name for the application in the Application Filing Name field.

 - This application can be completed in its entirety offline; however, you will need to login to the Grants.gov website during the submission process.
 - You can save your application at any time by clicking the "Save" button at the top of your screen.
 - The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.

- 2** Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.

 - It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.
 - The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424, forms where a document needs to be attached, such as the Project Narrative or a combination of both. "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".
 - To open and complete a form, simply click on the form's name to select the item and then click on the => button. This will move the document to the appropriate "Documents for Submission" box and the form will be automatically added to your application package. To view the form, scroll down the screen or select the form name and click on the "Open Form" button to begin completing the required data fields. To remove a form/document from the "Documents for Submission" box, click the document name to select it, and then click the <= button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.
 - All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.

- 3** Click the "Save & Submit" button to submit your application to Grants.gov.

 - Once you have properly completed all required documents and attached any required or optional documentation, save the completed application by clicking on the "Save" button.
 - Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.
 - The "Save & Submit" button will become active; click on the "Save & Submit" button to begin the application submission process.
 - You will be taken to the applicant login page to enter your Grants.gov username and password. Follow all onscreen instructions for submission.

Application for Federal Assistance SF-424

Version 02

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): _____ * Other (Specify) _____
---	---	---

* 3. Date Received: Completed by Grants.gov upon submission.	4. Applicant Identifier: _____
--	--

5a. Federal Entity Identifier: _____	* 5b. Federal Award Identifier: _____
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State Use Only:

6. Date Received by State: _____	7. State Application Identifier: _____
---	---

8. APPLICANT INFORMATION:

* a. Legal Name: City of Saint Paul	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 41-6005521	* c. Organizational DUNS: 848898433

d. Address:

* Street1: 367 Grove Street
Street2: _____
* City: Saint Paul
County: _____
* State: MN: Minnesota
Province: _____
* Country: USA: UNITED STATES
* Zip / Postal Code: 55101-2416

e. Organizational Unit:

Department Name: Saint Paul Police Department	Division Name: Major Crimes
--	------------------------------------

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: _____	* First Name: Amy
Middle Name: _____	
* Last Name: Brown	
Suffix: _____	
Title: Research and Grants Manager	

Organizational Affiliation:

* Telephone Number: 651-266-5507	Fax Number: 651-266-5542
* Email: amy.brown@ci.stpaul.mn.us	

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

*** 10. Name of Federal Agency:**

Bureau of Justice Assistance

11. Catalog of Federal Domestic Assistance Number:

16.320

CFDA Title:

Services for Trafficking Victims

*** 12. Funding Opportunity Number:**

BJA-2012-3182

*** Title:**

BJA FY 12 Enhanced Collaborative Model to Combat Human Trafficking

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Expanded area of the Twin Cities and Duluth, MN

*** 15. Descriptive Title of Applicant's Project:**

Enhanced Model to Combat Human Trafficking

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

* a. Applicant:

* b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	500,000.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	190,388.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	690,388.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

- Yes
- No
-

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

<p>* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>Completed on submission to Grants.gov</p>	<p>* TITLE</p> <p>Chief of Police</p>
<p>* APPLICANT ORGANIZATION</p> <p>City of Saint Paul</p>	<p>* DATE SUBMITTED</p> <p>Completed on submission to Grants.gov</p>

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB

0348-0046

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: <input type="text" value="NA"/> * Street 1: <input type="text" value="NA"/> Street 2: <input type="text"/> * City: <input type="text" value="NA"/> State: <input type="text"/> Zip: <input type="text"/> Congressional District, if known: <input type="text"/>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: <div style="border: 1px solid black; height: 100px;"></div>		
6. * Federal Department/Agency: <input type="text" value="BJA"/>	7. * Federal Program Name/Description: <input type="text" value="Services for Trafficking Victims"/> CFDA Number, if applicable: <input type="text" value="16.320"/>	
8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>	
10. a. Name and Address of Lobbying Registrant: Prefix <input type="text"/> * First Name <input type="text" value="NA"/> Middle Name <input type="text"/> * Last Name <input type="text" value="NA"/> Suffix <input type="text"/> * Street 1: <input type="text"/> Street 2: <input type="text"/> * City: <input type="text"/> State: <input type="text"/> Zip: <input type="text"/>		
b. Individual Performing Services (including address if different from No. 10a) Prefix <input type="text"/> * First Name <input type="text" value="NA"/> Middle Name <input type="text"/> * Last Name <input type="text" value="NA"/> Suffix <input type="text"/> * Street 1: <input type="text"/> Street 2: <input type="text"/> * City: <input type="text"/> State: <input type="text"/> Zip: <input type="text"/>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: <input type="text" value="Completed on submission to Grants.gov"/>		
*Name: Prefix <input type="text"/> * First Name <input type="text" value="thomas"/> Middle Name <input type="text"/> * Last Name <input type="text" value="smith"/> Suffix <input type="text"/>		
Title: <input type="text" value="chief of police"/> Telephone No.: <input type="text" value="651-266-5588"/> Date: <input type="text" value="Completed on submission to Grants.gov"/>		
Federal Use Only		Authorized for Local Reproduction Standard Form - L.L. (Rev. 7-97)

Survey on Ensuring Equal Opportunity For Applicants

OMB No. 1890-0014 Exp. 2/28/2009

Purpose:

The Federal government is committed to ensuring that all qualified applicants, small or large, non-religious or faith-based, have an equal opportunity to compete for Federal funding. In order for us to better understand the population of applicants for Federal funds, we are asking nonprofit private organizations (not including private universities) to fill out this survey.

Upon receipt, the survey will be separated from the application. Information provided on the survey will not be considered in any way in making funding decisions and will not be included in the Federal grants database. While your help in this data collection process is greatly appreciated, completion of this survey is voluntary.

Instructions for Submitting the Survey

If you are applying using a hard copy application, please place the completed survey in an envelope labeled "Applicant Survey." Seal the envelope and include it along with your application package. If you are applying electronically, please submit this survey along with your application.

Applicant's (Organization) Name:	City of Saint Paul
Applicant's DUNS Name:	848898433
Federal Program:	BJA FY 12 Enhanced Collaborative Model to Combat Human Trafficking
CFDA Number:	16.320

1. Has the applicant ever received a grant or contract from the Federal government?

Yes No

2. Is the applicant a faith-based organization?

Yes No

3. Is the applicant a secular organization?

Yes No

4. Does the applicant have 501(c)(3) status?

Yes No

5. Is the applicant a local affiliate of a national organization?

Yes No

6. How many full-time equivalent employees does the applicant have? (Check only one box).

3 or Fewer 15-50

4-5 51-100

6-14 over 100

7. What is the size of the applicant's annual budget? (Check only one box.)

Less Than \$150,000

\$150,000 - \$299,999

\$300,000 - \$499,999

\$500,000 - \$999,999

\$1,000,000 - \$4,999,999

\$5,000,000 or more