

AGREEMENT

Grant #: 20AFHMN0010001-20
Program Officer _____
Accountant _____
Chief Executive Officer _____

Funding Sources: Combined Federal CNCS AmeriCorps Funding (CFDA #94.006), State of Minnesota Funding, and ServeMinnesota Funding			Total Amount of Grant: \$263940	Grant Period: 9/1/2020 8/31/2021
Total Federal CNCS AmeriCorps Funding: \$248940	Total State of Minnesota Funding: \$15000	Total ServeMinnesota Funding: \$0	Cash Match: \$0	In-Kind Match: \$0

THIS AGREEMENT is hereby made and entered between **ServeMinnesota** and **City of St. Paul** (GRANTEE). The parties, in consideration of mutual covenants and stipulations agree as follows:

WHEREAS ServeMinnesota is authorized by its Board, according to Minnesota law as amended April 12, 2002 and set forth in Minnesota Statutes §124D.385, to administer the State ServeMinnesota funding and the Federal AmeriCorps funding to make grants to carry out the mission and purpose of the Corporation for National and Community Service (CNCS) under the National and Community Service Trust Act, 1993 and The Serve America Act, 2009; AND

WHEREAS the GRANTEE submitted a proposal for a grant to further the CNCS purpose as more fully described in its proposal (the PROGRAM); AND

WHEREAS the GRANTEE represents that the organization is duly qualified, willing, and prepared to undertake and complete the PROGRAM; AND

WHEREAS ServeMinnesota and the GRANTEE desire to formally agree upon the standards which will govern the PROGRAM;

NOW the parties, in consideration of mutual covenants and stipulations, agree as follows:

SECTION I: PRIVACY AND SUPERSESSION. This AGREEMENT is funded in whole or in part with funding by federal sources, and those of the State of Minnesota (State.) Neither the State nor the United States nor any of their departments, agencies, or employees is, or shall be, a party to this AGREEMENT, any lower tier subcontract of this AGREEMENT, or any solicitation or request for proposals.

Federal law, regulation, rules, and guidance applicable to the AmeriCorps Program and its implementation supersede any conflicting provisions of this AGREEMENT.

SECTION II: AUTHORIZED REPRESENTATIVES. ServeMinnesota’s Authorized Representative for the purpose of administration of this AGREEMENT is **Audrey Suker, Chief Executive Officer**, or her successor or designated agent. She has the responsibility to monitor the GRANTEE’s performance and the authority to accept the services provided under this AGREEMENT.

The GRANTEE’s Authorized Representative is **Asst Chief of Police Robert Thomasser**. If the GRANTEE’s Authorized Representative changes at any time during this AGREEMENT, the GRANTEE must immediately notify ServeMinnesota.

By his/her signature the GRANTEE's Authorized Representative certifies that:

1. The GRANTEE has the legal authority to apply for federal and state assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-funded share of PROGRAM costs) to comply with all AmeriCorps Terms and Conditions and to ensure proper planning, management, and completion of the PROGRAM described in this AGREEMENT;
2. That the GRANTEE will comply with this Agreement and all applicable requirements of all other state and federal laws, executive orders, regulations, application guidelines, and policies governing the PROGRAM.
3. That no person or selling agency has been employed or retained to solicit or secure this AGREEMENT for a commission, percentage, brokerage, or contingent fee.

SECTION III: TERM OF AGREEMENT. The TERM of this AGREEMENT (grant period) shall be from **9/1/2020** 12:00:00 AM until **8/31/2021** 12:00:00 AM, or until all obligations set forth in this AGREEMENT have been satisfactorily fulfilled, whichever comes first (the Grant Period.)

SECTION IV: SCOPE OF PROGRAM. This AGREEMENT provides funding for grant activities proposed by the GRANTEE in an application submitted according to the AmeriCorps Notice of Funding Opportunity and Application Instructions (APPLICATION). The PROGRAM design and performance measures outlined in the APPLICATION and thereafter modified through ServeMinnesota and CNCS applicable policies and procedures shall be completed under this AGREEMENT and by this reference are incorporated herein. In addition to the PROGRAM design and performance measures, the GRANTEE shall make members available to provide assistance in disaster preparedness, response, recovery, and/or mitigation activities as defined and assigned by CNCS and ServeMinnesota. The GRANTEE shall also ensure participation in required evaluation activities, as prescribed by ServeMinnesota.

SECTION V: GENERAL UNDERTAKINGS BY SERVEMINNESOTA. ServeMinnesota shall:

1. Review and approval of the GRANTEE's PROGRAM performance measures;
2. Administer the state and federal grant awards and management of the payment process;
3. Conduct and monitor site visits, including review of member, financial and programmatic records, and any other relevant GRANTEE documents;
4. Provide technical assistance, training and support to GRANTEE; and,
5. Administer and review of GRANTEE's payment requests and PROGRAM progress reports.

SECTION VI: GENERAL UNDERTAKINGS BY GRANTEE. Grantee represents and warrants that it shall:

1. Ensure adequate communication with ServeMinnesota by dedicating at least one computer to its PROGRAM staff. The computer shall be connected to the internet and operating software shall be capable of reading and transmitting Microsoft documents, including Word and Excel documents, be able to interface with the AmeriCorps Online Reporting System (OnCorps) and the CNCS Online Grants Management System (eGrants);
2. Use the OnCorps system in its entirety throughout the PROGRAM year. This includes, but is not limited to: enrolling/exiting members, tracking member hours, reporting expenditures and requesting payment (cost reimbursement only), completing PROGRAM progress reports, and any other features as they are developed;
3. Use the CNCS National Service Criminal History Check (NSCHC) vendors, Truescreen and Fieldprint, to perform NSCHCs for both AmeriCorps members and grant funded staff, including any in-kind staff positions.

4. Include in its recruitment materials and applications forms, notice that it operates its PROGRAMS and activities subject to federal and State requirements for non-discrimination (see Section XV). All member contracts, handbooks, manuals, pamphlets shall include information on civil rights requirements, complaint procedures and the rights of beneficiaries. Such information shall be posted in prominent locations;
5. **Select and place** (full-time service provider members of GRANTEE) no later than 90 days after (PROGRAM start) date with an agreement that each full-time member shall serve 1,700 or more hours during a period of not more than twelve months;
6. Submit all required fiscal and PROGRAM reports according to the following deadlines:
 - a. For Fixed Award Grants, a Monthly Payment Report (MPR) must be submitted to ServeMinnesota by the 15th of each month with the final MPR due on (30 days after PROGRAM end date). For Cost Reimbursement Grants, a Periodic Expense Report Form (PER) must be prepared and submitted to ServeMinnesota through the OnCorps system by the 15th of each month with the final PER due on **9/30/2021** (30 days after PROGRAM end date).
 - b. Close out this grant according to appropriate Office of Management and Budget (OMB) Circular After-the-Grant Policies and ServeMinnesota direction. Final Closeout Forms are due on (30 days after PROGRAM end date).
 - c. Collect and maintain data as required by ServeMinnesota.
 - i. Recruitment data must be submitted (including applicant names, emails, application dates, current status, and current status date) **by the end of each month** using a secured data transfer method specified by ServeMinnesota.
 - ii. Performance measure data must be submitted in OnCorps no later than **July 15, 2021, and November 15, 2021**.
 - iii. A Year-End Progress Report must be submitted by **November 15, 2021** for the entire grant period which includes the above referenced performance measures, demographic data and narratives.
 - iv. A year-end State Report is due on **July 15, 2021** and must be submitted in the required format
7. Establish Site Agreements outlining PROGRAM requirements, applicable site objectives and the specific goals to be achieved. Site Agreements will be provided to any site where members perform service that is not under the direct oversight of the GRANTEE. Each Site Agreement will be signed and dated and will include full text references to directives that may include but are not limited to the following:
 - a. General AmeriCorps Information (for context);
 - b. Cash contribution to PROGRAM (if applicable);
 - c. Expectations of Site Personnel;
 - i. Term of agreement.
 - ii. Supervisory time and schedule.
 - iii. Required documentation / reporting information.
 - iv. Provision of "direction" to members.
 - v. Verifying members' time served / signing time cards.
 - vi. Attend all required and/or scheduled site supervisor meetings.
 - d. Non duplication, non-displacement and supplantation; (**see attachment D supplantation**)
 - e. Non-discrimination and public notice of non-discrimination;
 - f. Member's Position Description;
 - i. Prohibited activities (by Regulations, and by PROGRAM if applicable).
 - ii. Definition of Allowable activities (based on member's Position Description and PROGRAM's performance measures).
 - iii. Members are not "employees" or "volunteers."
 - g. Description of grievance procedure as relates to sites;

- h. Requirements under the Drug-Free Workplace Act (41 U.S.C. 701 et seq.); and,
 - i. Civil rights and non-harassment policy.
8. Ensure that its agents attend scheduled training, coordination meetings and other events arranged by ServeMinnesota or its representatives.
- a. If the GRANTEE has not received a previous award, the GRANTEE’s PROGRAM staff shall attend orientation and training events as scheduled and arranged by ServeMinnesota and/or its representatives.
 - b. PROGRAM staff shall attend and participate fully in each PROGRAM staff meeting and mandated training events and shall attend, support and participate fully in statewide member events and training days.
 - c. Members shall attend and participate fully in statewide member events and training days.
 - d. PROGRAM staff and members are encouraged to participate in 9/11 Day of Service and Remembrance, Make a Difference Day, Martin Luther King, Jr. “Day of Service”, National Youth Service Day, and National AmeriCorps Week.
 - e. All PROGRAM events shall be alcohol, drug and violence free. The use of drugs or alcohol, or acts of violence by the GRANTEE’s staff or members during any event shall be immediately and appropriately addressed by the GRANTEE.

SECTION VII: FUNDING. This AGREEMENT authorizes a total grant for **\$263940** with **\$248940** in Federal CNCS AmeriCorps funding, **\$15000** in State funding, and **\$0** in ServeMinnesota funding. Disbursement is conditioned on:

1. Funding for this AGREEMENT shall be paid with Federal CNCS AmeriCorps funding and State ServeMinnesota funding, dependent on a Minnesota Appropriations Transfer and subject to conditions imposed by the State and CNCS with respect to such funding including but not limited to Minnesota Statutes §124D.385.
2. State ServeMinnesota funding and Federal CNCS AmeriCorps funding is based on 100% enrollment.
3. State ServeMinnesota funding shall only be used to pay member support costs that were allocated in the Grantee budget approved by ServeMinnesota. Federal CNCS AmeriCorps funding shall be used to pay budgeted expenditures for costs outlined in the approved budget. That budget is by this reference incorporated herein as Attachment B
4. The GRANTEE certifies that the matching contributions will be met by the GRANTEE, including cash match totaling **\$0** and in-kind match totaling **\$0**. Accounting shall differentiate the match and grant income and expenditures. Cash and in-kind match requirements must be satisfied by the end of the Grant Period.

SECTION VIII: PAYMENT. In consideration of the covenants, conditions and undertakings under this AGREEMENT, ServeMinnesota agrees to pay the GRANTEE for allowable, actual, reasonable, and necessary expenditures as stipulated in Attachment B. Any modifications to the approved budget must be made in accordance with the AmeriCorps terms and conditions. Member living allowances may be docked as fines imposed according to signed member agreements and PROGRAM-specific policies and procedures. Only that portion of a member’s living allowance supported by the GRANTEE (not federal or state funds) may be reduced. Payments shall be subject to the following:

1. Requests for payment shall be submitted to ServeMinnesota. The GRANTEE must request payment on or before the 15th day of each month. Reimbursement must be supported by the receipt of a Monthly Payment Report (MPR) or Periodic Expense Report Form (PER) submitted electronically through the OnCorps system.

2. To be eligible for payment, the GRANTEE shall be in compliance with all requirements of the AGREEMENT. Payment of questionable costs may be withheld pending resolutions and may require rebilling by the GRANTEE. For any period in which a specific deliverable is due, the payment for that period shall be withheld pending receipt of the required deliverable.
3. ServeMinnesota shall reimburse the GRANTEE for documented costs within 30 days of the receipt of a bill for payment. Grant funding under this AGREEMENT is paid on a reimbursement basis for actual expenditures. If the services are satisfactory, ServeMinnesota will certify acceptance on each payment request submitted for payment.
4. Final payment shall only be paid upon ServeMinnesota's approval of the GRANTEE's final PER. Matching contributions shall be documented as a condition of final payment under this AGREEMENT; match contributions shall be evidenced in amounts equivalent to grant funds expended.

SECTION IX: EQUIPMENT. The disposition of Equipment purchased to implement the PROGRAM shall be as follows:

1. Equipment purchased under this AGREEMENT with federal AmeriCorps funds shall remain the property of CNCS; purchased equipment shall continue to be used for related purposes so long as on-going grant funding is received from ServeMinnesota. When no further Federal CNCS AmeriCorps funding is granted, upon request by ServeMinnesota or CNCS, equipment shall be returned as directed by ServeMinnesota, to either ServeMinnesota or CNCS.

SECTION X: TERMINATION.

1. This AGREEMENT may be terminated by ServeMinnesota or the GRANTEE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the GRANTEE shall be entitled to payment for work or services performed to the satisfaction of ServeMinnesota.
2. The GRANTEE understands and agrees that ServeMinnesota is dependent upon federal and State appropriations for its funding, and those actions by CNCS or Congress or State legislature may preclude funding this AGREEMENT through the Term stated in Section III. Should such funding be restricted, the parties agree that ServeMinnesota may set a new completion date, depending upon the remaining funding available for the PROGRAM, and that the GRANTEE shall be reimbursed for costs and expenses incurred to 5:00 p.m. of the revised completion date.
3. A TERMINATION AGREEMENT will be executed by the Parties upon termination indicating the final amount of the funds awarded and releasing each party from further obligations except as specifically provided herein.
4. Upon termination, all applicable sections of this Agreement shall remain in effect.

SECTION XI: REPORTS. The GRANTEE, in the conduct of activities under this AGREEMENT, shall submit such reports in a form and at such intervals as ServeMinnesota shall require confirming compliance with this Agreement and State and Federal requirements. ServeMinnesota shall withhold funding if reporting requirements are not met in a complete, accurate and timely manner.

SECTION XII: ACCOUNTING, AUDITING, RECORD RETENTION, COST PRINCIPLES AND ACCESS TO RECORDS. The GRANTEE shall use generally accepted accounting principles.

1. **ALLOWABILITY OF COSTS.** For federal funds, allowance for reimbursement of costs incurred under this AGREEMENT shall be determined in accordance with the procedures and principles given in the federal publications "Office of Management and Budget" (OMB)
2. **EXPENSE RECORDS.** The GRANTEE shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of implementing this AGREEMENT to the extent and in such detail as will accurately reflect all gross costs, direct and indirect, of labor materials, equipment, supplies, services, and other costs and expenses of whatever nature.

All pertinent records and books of accounts related to this AGREEMENT shall be preserved by the GRANTEE for a period of seven years subject to the following criteria:

- a. The seven-year retention period shall commence from the date of submission of the final expenditure report;
 - b. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 - c. The GRANTEE agrees to cooperate in any examination and audit under the provisions of this paragraph.
- 3 **EXAMINATION AND AUDIT OF ACCOUNTS AND EXPENSE RECORDS.** The GRANTEE will give ServeMinnesota, 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.
4. **SINGLE AUDIT ACT.** The GRANTEE will cause to be performed the required compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Uniform Grant Guidance, Subpart F, Audit of States, Local Governments, and Non-Profit Organizations. A-133 audits must be completed within nine months of the end of the fiscal year. The GRANTEE shall submit a copy of the GRANTEE's single audit report (OMB Uniform Grant Guidance, Subpart F or legislative audit) to ServeMinnesota. The GRANTEE must provide written follow-up to any material or significant findings to ServeMinnesota in a timely manner but not more than ninety (90) days after the audit. Note - The threshold of \$750,000 referenced in OMB Uniform Grant Guidance, Subpart F applies to all federal funds expended within the GRANTEE's fiscal year.
5. **PROGRAM MANAGEMENT RECORDS.** The GRANTEE shall provide timely access to documents, papers or other records and personnel that are pertinent to this award for the purpose of monitoring visits, audits and compliance checks by ServeMinnesota, State, and CNCS or their representatives.

SECTION XIII: MODIFICATION AND PREVIOUS AGREEMENTS. This instrument contains the entire AGREEMENT between the parties, and no statements, promises, or inducements made by either party or agent of either party which are not contained in this written AGREEMENT are valid or binding. This AGREEMENT including the approved budget for the PROGRAM may not be enlarged, modified, or altered except in writing, signed by the parties. No change, addition, or erasure of any printed portion of this AGREEMENT is valid or binding upon either party.

SECTION XIV: ASSIGNMENT AND SUBCONTRACTING. The parties agree there shall be no assignment or transfer of this AGREEMENT, or of any interest in this AGREEMENT, unless both parties agree in writing.

The parties agree that no services required under this AGREEMENT may be performed under subcontract unless both parties agree in writing.

If a subcontract is approved by ServeMinnesota, the GRANTEE assumes the responsibility for the professional quality and timeliness of any work product of a subcontractor hired by the GRANTEE.

SECTION XV: CIVIL RIGHTS AND NON-HARASSMENT POLICY.

ServeMinnesota supports and requires compliance with all federal, state and local discrimination laws. In particular, we require compliance with the strict discrimination policy enforced by the Corporation for National and Community Service (CNCS), described in detail below:

CNCS and ServeMinnesota have zero tolerance for discrimination or the harassment of any individual or group of individuals for any reason. CNCS and ServeMinnesota are committed to treating all persons with dignity and respect. CNCS and ServeMinnesota prohibit all forms of discrimination based upon race, color, creed, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, familial status, or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment. Whether in CNCS or ServeMinnesota offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any CNCS or ServeMinnesota employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.

CNCS and ServeMinnesota do not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a CNCS or ServeMinnesota employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

Supervisors and managers of CNCS and ServeMinnesota programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, must immediately take swift and appropriate action. CNCS and ServeMinnesota will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS or ServeMinnesota employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of Federal financial assistance from CNCS and all other Federal agencies.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS or ServeMinnesota program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. If another procedure is used, it does not affect the 45-day time limit. OCRI

may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), eo@cns.gov, or through www.nationalservice.gov.

SECTION XVI: GRATUITIES / CONFLICTS AVOIDANCE. GRANTEE and any of its agents or representatives are prohibited from offering or providing gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of ServeMinnesota or CNCS (or their agents) in an attempt to secure a contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this AGREEMENT.

The GRANTEE will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

SECTION XVII: HATCH ACT. The GRANTEE will comply with the provisions of the Hatch Act which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

SECTION XVIII: INTERGOVERNMENTAL PERSONNEL ACT. The GRANTEE will comply with the Intergovernmental Personnel Act of 1970 relating to prescribed standards for merit systems for PROGRAMS funded under one of the nineteen statutes or regulations specified in Appendix A of the Office of Personnel Management's Standards for a Merit System of Personnel Administration.

SECTION XIX: PUBLICITY AND COPYRIGHT. Any publicity given to the PROGRAM, publications, or services provided resulting from this AGREEMENT, including, but not limited to notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared for the GRANTEE or its employees individually or jointly with others or any sub-grantees, shall identify ServeMinnesota and CNCS as sponsoring agencies.

Any discovery or invention made, or data or text developed, or under development, as a result of work conducted under this AGREEMENT is subject to CNCS requirements and regulations pertaining to reporting and patent rights, and to those contained in 10 CFR Part 600.234 relating to copyrights and rights in data. ServeMinnesota and CNCS shall also have a royalty-free, nonexclusive, and irrevocable right to, for government purposes, to reproduce, publish, or otherwise use, and to authorize publicity for others to use the materials completed under this AGREEMENT.

SECTION XX: GOVERNMENT DATA PRACTICES. The GRANTEE and ServeMinnesota must comply with the Minnesota Government Data Practices Act, Minnesota Statute Chapter 13, and the federal Family Educational Rights and Privacy Act (FERPA) as they apply to all data provided by ServeMinnesota under this AGREEMENT, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the GRANTEE under this AGREEMENT. The civil remedies of Minnesota Statutes section 13.08 apply to the release of the data referred to in this paragraph by either the GRANTEE or ServeMinnesota.

If the GRANTEE receives a request to release the data referred to in this paragraph, the GRANTEE must immediately notify ServeMinnesota. ServeMinnesota will give the GRANTEE instructions concerning the release of the data to the requesting party before the data is released.

SECTION XXI: PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION (PII). GRANTEE must comply with federal law requiring the protection of PII in the possession and control of GRANTEE by adopting, training and enforcing policies and procedures that provide for: 1) appointment of a PII Security Coordinator; 2) identification of PII and its storage locations; 3) identification of policies and procedures in place to protect PII; and 4) policies and procedures to notify ServeMinnesota immediately in the event of a security breach. PII is defined as: "Any information (physical or electronic) about an individual that can be used to distinguish or trace a person's identity, including but not limited to: name, social security number, date and place of

birth, mother's maiden name, education, financial transactions, medical, criminal and employment history, biometric records, and any other personal information that is linked or linkable to an individual.”

SECTION XXII: FEDERAL CERTIFICATIONS AND ASSURANCES AGAINST LOBBYING.

1. **LOBBYING.** (10 CFR Part 601). As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105, and the GRANTEE certifies that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL “Disclosure Form to Report Lobbying,” in accordance with its instructions;
 - c. The GRANTEE shall require that the language of this part be included in the award documents for all sub-awards at all tiers (including all sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.
2. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS** (10 CFR Parts 600.235 & 600.1036 Appendix B). As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.

The applicant certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this part; and
- d. Have not within a three-year period preceding this AGREEMENT had one or more public transaction (federal, state, or local) terminated for cause or default; and

- 3. DRUG-FREE WORKPLACE.** In compliance with the Drug-Free Workplace Act of 1988, the GRANTEE shall:
- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the GRANTEE's workplace will result in actions clearly specified by the GRANTEE
 - b. Establish a drug-free awareness PROGRAM to inform employees about:
 - 1. The dangers of drug use in the workplace;
 - 2. The GRANTEE's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance PROGRAMS; and,
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
 - d. Notify the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
 - 1. Abide by the terms of the statement; and,
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
 - e. Provide ServeMinnesota within ten days after receiving notice under subparagraph 4 from an employee or otherwise receiving actual notice of such conviction;
 - f. Take the following actions, within 30 days of receiving notice under subparagraph 4, with respect to any employee who is so convicted:
 - 1. Take appropriate personnel action against such employee, up to and including termination; and,
 - 2. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation PROGRAM approved for such purposes by federal, State, or local health, law enforcement, or other appropriate agency.
 - g. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a through f.
- 4. ADDITIONAL ASSURANCES.** As applicable, the GRANTEE makes additional assurances in compliance with federal PROGRAM requirements. A checklist (see Attachment C) outlining these assurances has been reviewed by the Authorized Representative. Applicable assurances have been indicated and initialed to indicate compliance.

SECTION XXIII: CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES AND SMALL RURAL AREA FIRMS. The GRANTEE shall take all necessary affirmative steps required in 10 CFR 600.236 (e) to assure that minority firms, women's business enterprises, and small rural area firms are used when possible.

SECTION XXIV: INDEPENDENT CONTRACTOR STATUS; WORKERS' COMPENSATION. The parties to this AGREEMENT agree that the GRANTEE is an independent contractor. The GRANTEE represents and agrees that no agent, employee, or servant of the GRANTEE is or may be deemed to be the employee, agent, or servant of ServeMinnesota. The GRANTEE is solely and entirely responsible for the acts of its employees, agents, servants, and subcontractors during the performance of this AGREEMENT.

As an independent contractor, the GRANTEE agrees that it, not ServeMinnesota, is responsible for providing those benefits to which its employees, agents, or servants are entitled, including, but not limited to, unemployment insurance and workers' compensation coverage. The GRANTEE certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage.

Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of its employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way ServeMinnesota's obligation or responsibility.

SECTION XXV: DEFAULT. In the event of a material default by GRANTEE under the terms of this Agreement, ServeMinnesota shall have the following remedies after providing GRANTEE written Notice of Default and thirty (30) days to cure:

1. Suspend all reimbursement of costs and expenses until GRANTEE cures the default to the satisfaction of ServeMinnesota and/or CNCS.
2. Immediately terminate this Agreement without liability for any further payment in the event Grant is in violation of the Federal Certifications and Assurance against Lobbying.
3. Seek reimbursement for any funds expended for unauthorized costs and expenses or used for unlawful purposes.
4. Any and all other remedies available under Federal or State law.

SECTION XXVI: SEVERABILITY. A declaration by any court, or any other binding legal source, that any provision of this AGREEMENT is illegal and void shall not affect the legality and enforceability of any other provision of this AGREEMENT, unless such provisions are mutually dependent.

SECTION XXVII: HOLD HARMLESS AND INDEMNIFICATION. The GRANTEE shall hold harmless and indemnify ServeMinnesota and its agents, principals, and employees from and against all claims, damages, losses, demands, judgments, and costs of suit, defense expenses, and attorney's fees to the extent arising out of or resulting from the GRANTEE's wrongful acts, errors, omissions, or negligence, or from the GRANTEE's failure to comply with the requirements of this AGREEMENT or with all federal, state, and local laws, regulations, and ordinances applicable to the work to be done under this AGREEMENT.

SECTION XXVIII: JURISDICTION AND VENUE. Minnesota law, without regard to its choice-of-law provisions, governs this AGREEMENT. Venue for all legal proceedings arising out of this AGREEMENT, or its breach, must be in the appropriate State or federal court with competent jurisdiction in either Ramsey or Hennepin County, Minnesota.

SECTION XXIX: LIAISONS. The GRANTEE's liaison to ServeMinnesota for implementation of this AGREEMENT is **Kat Brown**, or successor.

ServeMinnesota's liaison to the GRANTEE for the implementation of this AGREEMENT is ServeMinnesota's Director of Programs.

SECTION XXX: EXECUTION. This AGREEMENT consists of 11 pages and attachments. (Attachment A Program Description/Grantee Proposal, Attachment B PROGRAM Budget/Use of Funds, Attachment C State and Federal statutes, and Attachment D Supplantation).

The original is to be retained by ServeMinnesota. A copy of the original has the same force and effect for all purposes as the original.

To express the parties' intent to be bound by the terms of this AGREEMENT, they have executed this document on the dates set out below:

Law Enforcement Career Path Academy

Date: _____

By: _____

**Robert Thomasser, Assistant Chief of Police
City of St. Paul
367 Grove Street
Saint Paul, MN 55101**

**Employer Identification Number (EIN):
416005521**

Date: _____

By: _____

City Attorney

Date: _____

By: _____

Director of the Office of Financial Services

Date: _____

By: _____

Deputy Mayor

Date: _____

By: _____

**Director of Human Rights and Equal Economic
Opportunity**

ServeMinnesota

Date: _____

By: _____

**Audrey Suker
Chief Executive Officer
120 South 6th Street
Suite 2260
Minneapolis, MN 55402**

ATTACHMENT A

PROGRAM DESCRIPTION / GRANTEE PROPOSAL

ATTACHMENT B

AUTHORIZED USE OF FUNDS / BUDGET

ATTACHMENT C

When applicable to the PROGRAM, additional state and federal statutes apply, including but not limited to those following. As a condition of this grant the Authorized Representative has reviewed those listed below, indicating each that applies and initialing those that do apply to certify his or her agreement to assure compliance.

	Applicable	Initial
<p>1. Uniform Relocation Assistance and Real Property Acquisition. The GRANTEE 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 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 PROGRAM purposes regardless of federal participation in purchases.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>
<p>2. Davis-Bacon Wage Rate. The GRANTEE will comply, as applicable, with the provisions of the Davis-Bacon Act, the Copeland Act, and the Contract Work Hours and Safety Standards Act, regarding labor standards for federally assisted construction sub-agreements.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>
<p>3. Flood Insurance. The GRANTEE will comply, if applicable, with flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 which requires the 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.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>
<p>4. Environmental Protection Standards. The GRANTEE 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 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 EO11988; (e) assurance of PROGRAM consistency with the approved State management PROGRAM developed under the Coastal Zone Management Act of 1972; (f) conformity of federal actions to State (Clean Air) Implementation Plans Section 176 (c) of the Clean Air Act of 1955, as amended; and (h) protection of endangered species under the Endangered Species Act of 1973, as amended.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>
<p>5. Wild and Scenic Rivers. The GRANTEE will comply with the Wild and Scenic Rivers Act of 1968 related to protecting components or potential components of the national wild and scenic river system.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>
<p>6. National Historical Preservation. The GRANTEE will assist with awarding agency in assuring compliance with the Section 106 of the National Historical Preservation Act of 1966, as amended (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>
<p>7. Human Research Subjects. The GRANTEE 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.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>
<p>8. Research Animal Standards. The GRANTEE will comply with Laboratory Animal Welfare Act of 1966 pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>
<p>9. Lead-Based Paint. The GRANTEE will comply with the Lead-Based Paint Poisoning Prevention Act which prohibits the use of lead based paint in construction or rehabilitation of residence structures.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>

ATTACHMENT D SUPPLANTATION

§ 2540.100 What restrictions govern the use of Corporation assistance?

(a) Supplantation. Corporation assistance may not be used to replace State and local public funds that had been used to support programs of the type eligible to receive Corporation support. For any given program, this condition will be satisfied if the aggregate non-Federal public expenditure for that program in the fiscal year that support is to be provided is not less than the previous fiscal year. (b) Religious use. Corporation assistance may not be used to provide religious instruction, conduct worship services, or engage in any form of proselytization. (c) Political activity. Corporation assistance may not be used by program participants or staff to assist, promote, or deter union organizing; or finance, directly or indirectly, any activity designed to influence the outcome of a Federal, State or local election to public office. (d) Contracts or collective bargaining agreements. Corporation assistance may not be used to impair existing contracts for services or collective bargaining agreements. (e) Nonduplication. Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides. (f) Nondisplacement. (1) An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance. (2) An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance. (3) A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual. (4) A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee. (5) A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—

(i) Will supplant the hiring of employed workers; or (ii) Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures. (6) A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any— (i) Presently employed worker; (ii) Employee who recently resigned or was discharged; (iii) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures; (iv) Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or (v) Employee who is on strike or who is being locked out. [59 FR 13808, Mar. 23, 1994, as amended at 70 FR 39607, July 8, 2005]