

**RESOLUTION
 CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

1 WHEREAS, the National Association of Police Athletic/Activities Leagues, Inc. (National PAL) was awarded grant monies from the U.S.
 2 Department of Justice; and
 3
 4 WHEREAS, the National PAL wishes to sub-grant their award to the City of Saint Paul Police Department including all requirements and
 5 obligations to insure that grant funds are expended for authorized activities as set forth in the sub-grant agreement which includes an
 6 indemnification clause; and
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 8 WHEREAS, this sub-grant is to be used for direct program expenses associated with the development and implementation of the Saint Paul
 9 Police Athletic League (PAL) which supports community-based youth mentoring programs that strengthen and expand mentoring and
 10 dropout prevention services to at-risk/high-risk populations, as well as preserve and create employment opportunities; 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 \$15,000 in excess of those estimated in the 2012 budget; and
 16
 17 WHEREAS, the Mayor recommends that the following addition be made to the 2012 budget:

18
 19 **2400 (436) Police Grant Fund - Accounting Unit 1034271 (34271)**

Account(Object Code)		CURRENT BUDGET	CHANGES	AMENDED BUDGET
Spending Changes				
50235 (0132)	Part Time Non-Certified		8,932	8,932
51115 (0439)	FICA - Fringe Benefits	-	683	683
52390 (0251)	Transportation		400	400
52430 (0252)	Lodging, Meals		627	627
55760 (0357)	Athletic/Recreation/Gym		3,358	3,358
55850 (0359)	Other - Special Matl & Supplies		1,000	1,000
TOTAL:		0	15,000	15,000
Financing Changes				
42130 (3099)	Federal Direct Grants-DOJ	-	15,000	15,000
TOTAL:		0	15,000	15,000

34 THEREFORE BE IT RESOLVED, that council accepts this sub-grant agreement and authorizes the City of Saint Paul to enter into, and
 35 Chief Tom Smith to implement the attached sub-grantee agreement with the National PAL which includes an indemnification clause; and.
 36
 37 THEREFORE BE IT RESOLVED, that the Saint Paul City Council approves these changes to the 2012 budget.

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Carter			
Lantry			
Stark			
Thune			
Tolbert			

Requested by Department of: **POLICE**


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

Approved by the Office of Financial Services

By: _____

Approved by City Attorney

By: _____

Adopted by Council: Date _____

Approved by Mayor for Submission to Council

Adoption Certified by Council Secretary

By: _____

By: _____

Approved by Mayor: Date _____

By: _____



National Association of Police Athletic/Activities Leagues, Inc.

658 W. Indiantown Road, Suite 201

Jupiter, FL 33458

Tel.: (561) 745-5535

Fax: (561) 745-3147

E-mail: copnkid@nationalpal.org

Cops and Kids Together – Providing Solutions through Sports and Education

Website: www.nationalpal.org

January 25, 2012

Ray Jefferson
St Paul PAL

**SUBJECT: National PAL Mentoring Initiative 2011-12 Subgrant Agreement: MINPMN629
Chapter's Mentoring Pathway Choice: Badges for Baseball**

Dear Ray Jefferson,

It is my pleasure to inform you that the National Association of Police Athletic/Activities Leagues, Inc (National PAL) has approved your application for funding for the *National PAL Mentoring Initiative 2012 Subgrant* through the Department of Justice, Office of Justice Programs; Office of Juvenile Justice and Delinquency Prevention, in the amount of \$15,000, for the period of January 1, 2012 through December 31, 2012.

This subgrant is a *cost reimbursement grant*. This award is subject to all administrative and financial requirements.

Attached you will find:

- **The Subgrant Agreement:** Print out and complete the Subgrant Agreement, initialing and signing in Blue Ink
- **Budget Templates: Budget Detail/Summary & Narrative Forms:** To be completed and submitted with executed Subgrant Agreement
- **Liability Insurance Certification Form:** To be completed and submitted with executed Subgrant Agreement
- **Quick Reference Contact Sheet:** To be completed and submitted with executed Subgrant Agreement

Return the completed Subagreement, Budget Forms, Liability Insurance Certification and Quick Reference Contact Form, by Certified Mail or Courier: **to be received by National PAL no later Wednesday, February 8, 2012, 5:00 pm ET**. The Subgrant Agreement may be terminated without further cause if your organization fails to initial, sign, and return this agreement and all required, completed forms to National PAL by **Wednesday, February 8, 2012, 5:00 pm ET**.

Also attached you will find the Mentor Coordinator Job Description and Subgrant Expense Policies.

Your chapter's Mentor Coordinator must be identified and begin working no later than February 8, 2012 and MUST participate in MANDATORY Training Webinars February 2012 and attend mandatory Training 2 in May 2012. Further information regarding the webinars and training will be sent to your chapter separately.

Once your signed subgrant agreement and completed forms are received by National PAL, the budget approval process will begin. Further instructions, including reimbursement processing and reporting responsibilities will be covered in webinars/trainings.

*Do not make purchases until your **Subgrant Agreement is executed and received and your BUDGET APPROVED.***

The subagreement requires confirmation that minimum requirements are met, including;

- Identify a Mentor Coordinator
- Mentors and mentees to meet individually and/or in a group setting, a minimum of one time per week during subgrant period
- Mentor Coordinator to participate in mandatory webinar trainings and attend mandatory implementation training May 2012.

Please be reminded that your chapter must be a Member in good standing throughout the entire subgrant period in order to receive this subgrant funding and reimbursements. The Subgrant Agreement is awarded based on 2012 Membership being in effect, as well as future membership periods.

THE SOONER YOUR SUBAGREEMENT AND REQUIRED DOCUMENTS ARE RECEIVED AT NATIONAL PAL, THE SOONER WE ARE ABLE TO MAIL OUT YOUR PROGRAM MATERIALS.

If you have any questions, please contact Terri Weichman, Grants Manager at grants@nationalpal.org or Lynette Farrell lfarrell@nationalpal.org or (561) 745-5535.

Congratulations, and we look forward to working with you.

Sincerely,

Mike Dillhyon
Executive Director



National Association of Police Athletic/Activities Leagues, Inc.
658 W. Indiantown Road, Suite 201
Jupiter, FL 33458
Tel.: (561) 745-5535
Fax: (561) 745-3147
E-mail: copnkid@nationalpal.org
Cops and Kids Together – Providing Solutions through Sports and Education
Website: www.nationalpal.org

January 25, 2012

Ray Jefferson
St Paul PAL

SUBJECT: National PAL Mentoring Initiative 2011-12 Subagreement #: MINPMN629

Dear Ray Jefferson,

I am pleased to inform you that St Paul PAL has been awarded a National PAL Mentoring Initiative 2011-12 subgrant from the National Association of Police Athletic/Activities Leagues, Inc. (National PAL) through the U.S. Department of Justice. This subgrant supports community-based youth mentoring programs that strengthen and expand mentoring to at-risk/high-risk populations. Your organization will receive an award of \$15,000 to be used for direct program expenses associated with the development and implementation of your Mentoring Program. All funds must be appropriately expended or obligated between January 1, 2012 through December 31, 2012. This Award is a reimbursement subgrant. Please read the Subgrant Agreement in its entirety before signing.

Federal Grant Award Number: 2011-JU-FX-0015
CFDA No: 16.726

Agreement Requirements: Program Administrator to initial each of the Agreement Requirements:

By no later than December 31, 2012 (and earlier if specifically stated herein), your organization will:

Initial

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1. Implement or expand a local Mentoring Program during non-school hours that includes the National PAL Mentoring Initiative 2011-12 Requirements:
 - Implement Mentoring program through Chapter's Mentoring Pathway Choice: Badges for Baseball
 - Identify and serve a minimum of 40–50 mentees of at-risk and/or high risk youth through proactive outreach. If in proximity of military installation, actively recruit youth with enlisted parents
 - Identify, recruit, screen and train 5-15 volunteer adult/peer mentors to establish mentor relationships
 - Conduct background checks on volunteer mentors
 - Match youth mentees with trained volunteer adult/peer mentors from the community. **Match ratio:** Mentor to Mentee ratio - 1:1, maximum 1:10 (Established Mentoring is maximum 1:3, STEM is maximum 1:8)
 - Mentors and mentees to meet individually and/or in a group setting, a minimum of one hour, one time per week, beginning within one month from the award of the subgrant
 - Track number of youth who offend or reoffend, their GPA, school attendance, assess and track mentees behavioral and attitudinal changes and perception of social support during/after involvement in the program
2. Mentor Program Coordinator to be identified and to begin working no later than February 8, 2012, who will direct, implement and supervise mentoring program within PAL chapter
3. Form collaborative relationships with community organizations, defined by a formal agreement
4. Mentor Program Coordinator must participate in *mandatory* Implementation Training Webinars (February 2012) and attend *mandatory* National PAL Implementation Training 2 (May 2012)

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5. Mentor Coordinator to participate in bi-monthly technical assistance conference calls/webinars

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6. Implement kick-off event to launch the mentoring initiative

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7. Conduct local orientation and trainings for mentors and mentees

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8. Conduct outreach to schools, social and juvenile services, youth detention facilities, recreation centers and other youth serving organizations

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9. Extend in-kind contributions, such as facility usage, including space, utilities and supplies

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10. Law enforcement commitment

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11. Review and utilize the Implementation Materials distributed by National PAL

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12. Develop and implement programming as a way to promote crime prevention, involving law enforcement in an effort to advance positive relationships among youth and law enforcement

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13. Complete and submit *quarterly* program progress reports to **National PAL** via the online reporting collection service. Failure to comply with required reporting can result in the returning of all funds

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14. Reimbursement request to be submitted **monthly or quarterly**. Reimbursement will be processed provided your PAL Chapter is in compliance with the program reporting requirement as stated above (#13) and a member in good standing (#15). Reimbursement requests only considered after **budget is approved**

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15. Be in good standing and achieve and/or maintain compliance with the minimum requirements for membership in National PAL **during the entire subgrant period**

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16. Provide adequate liability coverage on a comprehensive basis, in effect throughout the subgrant period. The subgrantee will provide adequate written proof of insurance when requested by National PAL

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17. Comply with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 and 28 C.F.R. pts. 66 or 70 and those found in the U.S. Department of Justice's Office of Justice Programs Financial Guide; federal travel per diem guidelines; and support documents relative to them. The Financial Guide is located on the internet at <http://www.ojp.usdoj.gov/financialguide/index.htm>; OMB circulars at www.whitehouse.gov/omb/circulars/index.html; and federal travel per diem limits at <http://www.gsa.gov/portal/category/21287>

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18. Create and maintain Mentor and Mentee files and documentation

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19. Provide timely and unrestricted access to any and all project/program related records to the U.S. Department of Justice, National PAL and their assigned representatives

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20. Certify that national criminal background checks, with particular attention to child molestation convictions, are completed for all employees and volunteers having direct contact with youth served by your organization during the tenure of the award. If not already being done, initiate these background checks for all applicable current employees and volunteers, and complete background checks for new employees and volunteers on an ongoing basis throughout the award period

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21. Chapter to provide required access to computer, internet and email

Disbursement and Use of Funds

The award amount will be honored based on such compliance and appropriate progress. Actual payments will be made on a **reimbursement** basis upon submission, review and approval of reports and appropriate documentation regarding expenditure of funds. Instructions and documents for reimbursement will be distributed.

Funds may be used only for direct operating costs associated with the Mentoring Initiative activities stated in your grant proposal. All funds must be appropriately expended or obligated between January 1, 2012 through December 31, 2012 and these expenditures must be fully reported January 25, 2013. **Your organization will relinquish all rights and claims to grant funds not appropriately expended or obligated by December 31, 2012 and fully reported and documented by January 25, 2013.**

Subgrant Terms and Conditions

- I. **Method of Payment**
 - a) This is a cost reimbursement subgrant. National PAL will pay the subgrantee for allowable costs incurred as outlined in the approved budget and narrative.
 - b) National PAL will pay only those subgrant costs agreed to in the grant. National PAL will not be responsible for any cost incurred prior to execution of the grant. Only grant costs incurred on or after the effective date and on or prior to the termination date of the grant are eligible for payment.
 - c) Payment shall be requested on a monthly or quarterly basis on the approved invoice forms/online. The subgrantee shall request payment through submission of a completed invoice to National PAL. Proof of purchase/payment documentation is required for reimbursement.
- II. **Data Collection**

The subgrantee will collect all grant related data and submit as required by National PAL. Failure to comply with reporting requirements will result in non-payment, or termination of the grant for non-compliance.
- III. **Reasons for Non-payment or termination**

If the subgrantee fails to either submit the required reports as stated in Section 1 to National PAL, National PAL to withhold payment until the subgrantee is in compliance.

Alternatively, if performance is deficient, National PAL may terminate this subgrant under the Default provisions in the subgrant. In that event, the subgrantee shall also be liable for actual damages accruing until the time National PAL may reasonably obtain service or performance of services. The damages shall be in addition to other rights of National PAL to terminate the grant. Subgrantee is subject to returning of all funds if found to be non-compliant in performance of subgrant required activities.
- IV. **Subgrant Amendments**

Subgrants may be amended with adequate justification. Amendments are effective on the last date signed and will not be made retroactive. The grantee shall obtain **prior written** approval from National PAL for changes in the subgrant including but not limited to:

 - a) Changes in project activities; designs or research plans set forth in the approved subgrant.
 - b) Budget modifications may be accomplished with the subgrant amendment via email-written request. The modification shall have supporting justification. National PAL will reject justification if unsatisfactory. The grant amendment is contingent upon the approval of National PAL. Budget amendment deadline is 30 days prior to the end of the subgrant: Deadline 11/30/12.
 - c) Under no circumstances can a transfer of funds increase the total approved award.
- V. **Record Keeping**

The subgrantee will maintain records of activities as appropriate and required. Data should be collected in such a way as to permit data integrity verification against invoices and required narrative reports.
- VI. **Commingle**

The subgrantee shall establish a system to provide adequate fund accountability for each project that is awarded.
- VII. **Confidentiality**

The subgrantee, its agents, employees or subgrantees will not use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state statutes and any applicable federal regulations except upon written consent of the recipient, or his/her responsible parent or guardian when authorized by law.
- VIII. **Access to Records**

National PAL reserves the right to unilaterally terminate this subgrant if the subgrantee refuses to allow public access to all documents, papers, letters, or other materials made or received by the subgrantee or its contractor in conjunction with this subgrant.
- IX. **Retention of Records**

The subgrantee shall retain all records and documents pertinent to this subgrant for a period of three (3) years from the date of submission of final report of this subgrant. If an audit has been initiated and audit findings have not been resolved at the end of three (3) years the records shall be retained until resolution of the audit findings.
- X. **Abuse, Neglect, and Exploitation Reporting**

An employee of the subgrantee who knows, or has reasonable cause to suspect that a child is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the appropriate law enforcement agency and/or abuse registry and tracking system.
- XI. **Training**

The subgrantee shall ensure that each of their direct care project staff has received basic training areas such as First Aid, CPR, child abuse and neglect (e.g., detection, reporting, prevention and counseling), confidentiality requirements and how to handle emergencies on the job. The subgrantee shall maintain a record of all training, conference, staff meeting or continuing education for all employees whose salary is paid in full or part from grant funds.

XII. Indemnification

To the extent permitted by law, the subgrantee shall indemnify and hold harmless the Department of Justice and National PAL, upon notice for any liabilities caused by the subgrantee or its employees' or agents' negligent or tortuous acts or omissions within the scope of this grant to the limits of sovereign immunity.

XIII. Insurance

The subgrantee shall provide adequate liability insurance coverage (including but not limited to coverage for the matters described in Paragraph XII herein titled "Indemnification") on a comprehensive basis and to hold such liability insurance at all times during the existence of this subgrant. Verification of liability insurance shall be provided upon request. Payment will be withheld until proof of insurance has been forwarded to National PAL.

XIV. Monitoring

The subgrantee shall permit persons duly authorized by National PAL to inspect any records, papers, documents, facilities, goods and services relevant to the grant program. This includes interviews with any participants or employee of the grant program. The reviewer should document all on-site monitoring visits. Copies of the monitoring report will be shared with the subgrantee.

XV. Termination

Termination for Convenience: This grant may be terminated by the subgrantee upon no less than thirty (30) calendar days notice, without cause, at no additional cost, unless a different period is mutually agreed upon by both parties. The subgrantee must be operating in a state of compliance with the terms and conditions of the grant at the time the notice is issued and must remain compliant for the duration of the performance period. The grant may be terminated by National PAL upon no less than thirty (30) days' notice, without cause, at no additional cost, unless the parties mutually agree upon different notice period.

Termination for Default: Unless National PAL waives the subgrantee's breach in writing, National PAL may, by written notice to the subgrantee, terminate this grant upon notice. Waiver of breach of any provisions of this grant shall not be deemed to be a waiver of any other breach and shall be construed to be a modification of the terms of this grant. The provisions herein do not limit the right of National PAL to remedies at law or to damages. All termination notices shall be sent by certified mail, or other delivery service with proof of delivery.

XVI. Assignment and Subgrants

The subgrantee shall not assign responsibility of this grant to another party or subgrantee for any of the work contemplated under this grant without written approval of National PAL. No such approval by National PAL of any assignment or subgrant shall be deemed in any event to provide for National PAL incurring any obligation in addition to the total dollar amount agreed upon in this grant.

Information from subgrantee will be collected for reporting on FFATA (The Federal Funding Accountability and Transparency Act) as necessary.

Single Audit Requirements:

If the Grantee is a State or Local government or a Non-Profit organization as defined in OMB Circular A-133, in the event that the Grantee expends \$500,000 or more in Federal awards in its fiscal year, the Subgrantee must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133. 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. Subgrantee will forward a copy of audit report to National PAL within the earlier of 30 days after auditor's receipt of the report(s), or nine months after the end of the audit period.

Monitoring Procedures

Monitoring procedures may include, but not be limited to, on-site visits by National PAL staff. By entering into this grant, the subgrantee agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by National PAL. The subgrantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Comptroller.

Assurances and Certifications

Ensuring Equal 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 Omnibus Crime Control and Safe Streets Act of 1968, 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 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, your 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 (EEOPlan), 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)).

Meeting the EEOPlan 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 might need to comply with an EEOPlan reporting requirement. However, if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the preparation and maintenance of an EEOPlan. Your organization's EEOPlan requirement then, is simply to complete Section A of the Certification Form attesting to your organization's status. You must then return the Certification form to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

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. 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. 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. 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.

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.

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.

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.)

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts 66 or 70

administrative requirements for grants and cooperative agreements). It will comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations). If a governmental entity:

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

LOBBYING As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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 of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly

DRUG-FREE WORKPLACE

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse 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) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) 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 in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Executing This Agreement

To indicate your organization's willingness to accept these grant funds in accordance with the specified requirements of this agreement, print out this agreement (seven pages), and the Program Administrator to initial each of the Award/Agreement Requirements (pages 1 and 2), print their name and sign and date below in **blue ink only**. Submit the following items so they are received **no later Wednesday, February 8, 2012, 5:00 pm ET** to:

National PAL

Attn: Mentoring Initiative
658 W. Indiantown Road, Suite 201
Jupiter, FL 33458

Include:

- Original Subgrant Agreement, initialed, signed, and dated in **blue ink**
- Completed Certification of Liability Insurance Form
- Subgrant Budget, including Budget Detail/Summary and Narrative
- Chapter Contact Form

It is strongly recommended that the agreement be sent by certified mail or courier. Retain copies for your organization's files.

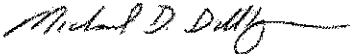
If you determine that your organization is unwilling or unable to comply with and/or deliver all of the requirements of this award and do not execute this agreement, please contact Terri Weichman at National PAL (561) 745-5535 to discuss options.

The terms of this Subgrant Agreement and applicable guidelines supersede any and all other verbal discussion related to these federal funds. **This Subgrant Agreement may be terminated without further cause if your organization fails to initial, sign, and return this agreement and all required, completed forms to National PAL no later than Wednesday, February 8, 2012, 5:00 pm ET.**

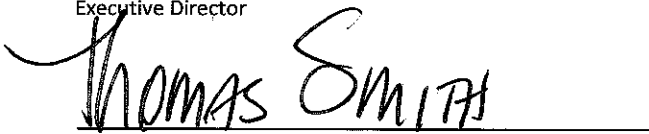
Additionally, this award is subject to termination for cause of other administrative action if your organization does not adhere to all terms and conditions of this award, as appropriate. Either party may also terminate this agreement at any time by giving 30 days written notice to the other party.

We look forward to working with you on this important program to expand the reach and impact of your organization and the partnerships created between local youth and law enforcement organizations.

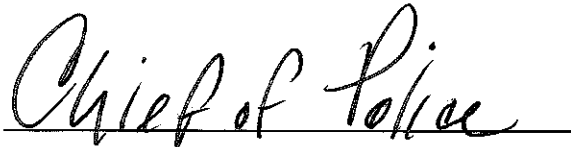
Sincerely,



Mike Dillhyon
Executive Director



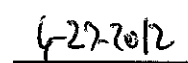
PRINT NAME: Program Administrator



Program Administrator Title



SIGNATURE: Program Administrator



Date



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

OFFICE OF HUMAN RESOURCES
Angela S. Nalezny, Director

RISK MANAGEMENT

400 City Hall Annex
25 West Fourth Street
Saint Paul MN 55102-1631

Telephone: 651-266-6500
Facsimile: 651-266-8886

March 3, 2010

Amy Brown
367 Grove
Saint Paul, MN 55101

RE: Self-insured Letter/Saint Paul Police Department

Dear Ms. Brown:

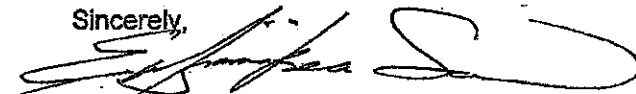
The City is self-insured for all claims arising from its operation as a political subdivision of the State of Minnesota for which it is legally liable. This legal liability is restricted to \$500,000 per claim/\$1,500,000 per occurrence by Minnesota Statute 466.04.

The City is self-insured against all claims arising from its activities as a political subdivision of the State of Minnesota and for which it is or may be found legally liable, including the ownership and operation of automobiles. As an authorized self-insured no fault reparation obligor, the City provides only those coverages required by the No Fault Act, and only at the statutory minimums.

The City is self-insured for all claims arising from its operation as a political subdivision of the State of Minnesota for which it is legally liable under Minnesota Statute 176 regarding workers compensation. Minnesota Statute 176.181 authorizes the City to self-insure. The City purchases reinsurance from the Minnesota Workers Compensation Reinsurance Association (WCRA). The 2010 retention limit is \$900,000 which is adjusted annually by the WCRA.

If you have any questions, please contact me at 651-266-8897.

Sincerely,



Emmanuel Benson
Risk Analyst

EB/



C O N S U L T I N G

March 19, 2012

Dear St. Paul PAL:

RE: MINPMN629

FirstPic, Inc. is working in partnership with the National Association of Police Athletic/Activities Leagues Inc. to administer the National PAL 2011-12 Mentoring Initiative sub-grant awards. FirstPic, Inc. will be responsible for reviewing the Mentoring Initiative budget proposals and processing reimbursements. I have reviewed your proposed budget and it has been approved.

As you know, the National PAL Mentoring Initiative reimbursement forms will be prepared online and this year supporting documentation can be uploaded so there is no need to mail documents to FirstPic for review and processing. Please use your existing username and password to access the reimbursement forms.

If you have any financial questions, feel free to contact me. If you have any questions regarding the National PAL 2011-12 Mentoring Initiative or terms of your Sub-Agreement, please contact Eric Widness at (561) 745-5535 or ewidness@nationalpal.org. I look forward to working with you on this program.

Sharon Wagner
Financial Manager
FirstPic, Inc.
2614 Chapel Lake Drive
Gambrills, MD 21054
Phone: 443-302-2071
Fax: 443-302-2084

cc: Mike Dillhyon, National PAL
Eric Widness, National PAL

National PAL Mentoring Initiative Subgrant Budget Narrative

Include Budget Narrative for each Budget Category and Line Item requested, explaining each in detail in a narrative form, including calculations when appropriate.

CHAPTER NAME: St Paul MN

A. Personnel

Salary: $\$12.76/\text{hr} \times 20\text{hr}/\text{wk} = \255.20 . $\$255.20 \times 35 \text{ weeks} = \mathbf{\$8932.00}$

B. Fringe Benefits

FICA: salary of $\$8932.00 \times \text{FICA Rate } 7.65\% = \mathbf{\$683.30}$

C. Travel

Budget for travel to Implementation Training 2 (Orlando FL) Required training, using GSA and average rates: costs include Per Diem, Airfare/Transportation, Lodging, and Ground Transportation for 1 person for 3 days, 2 nights. Lodging includes applicable taxes. **\$1027**

D. Equipment:

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E. Supplies

(Required) Headset with microphone for computer for use on grant webinars 1 @ up to \$80.00	
Water Bottles	\$300.00
Mentor Mentee Family Recruit and kick off event (all participants)	\$500.00
Mentor Mentee summer fishing charter day (all participants)	\$500.00
PAL T shirts 50 @ \$6.00 ea	\$300.00
Ripken B B jerseys 50 @ \$15.00 ea	\$750.00
Catchers equipment set with mitt 1 @ \$220.00 ea	\$220.00
Batting Helmets with face guard 5 @ \$30.00 ea	\$150.00
Healthy Snacks	\$57.700

F. Contracts/Consultants

Water safety & swim lessons, 4 8 session certification classes @ \$375.00/class	\$1500.00
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G. Other

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National PAL Mentoring

National PAL Mentoring Program

MENTOR COORDINATOR POSITION DESCRIPTION

Each PAL Chapter Mentor Coordinator receives on-going training and technical assistance to support the position for which they have been selected.

QUALIFICATIONS

Individual should have experience in youth work and volunteer management. Knowledge of mentoring programs is preferred. Knowledge of local communities served is important. Supervision, public relations and communication skills are necessary. Coordinator must be able to work well with a team. Attention to detail, completion of all reports in a timely manner, demonstrated commitment to mentoring and follow through are essential. Knowledge of budgeting and record keeping required. Candidate must be confidential and professional.

MANAGEMENT ROLE

- Supervise mentors and mentees and coordinate program with PAL Staff
- Submit administrative, program and evaluation requirements in a timely manner
- Submit financial requirements in a timely manner

OPERATIONAL ROLE

Roles and responsibilities regarding the implementation of the mentoring program include but are not limited to the following:

- Communicate program goals to the community
- Recruit mentors (Complete applications/references, and background checks)
- Recruit youth from within the PAL and the external community Partner with community agencies such as schools, courts and social services
- Gain parental/guardian approvals
- Hold welcome event for new mentors and families
- Match mentors and mentees
- Train mentors and mentees
- Schedule meeting times of mentors and mentees at PAL
- Create data management and tracking system
- Monitor matches and weekly attendance of mentors and mentees
- Provide on-going support of the matches
- Offer 2-3 family events/year
- Plan and implement a National Mentoring month event in January
- Keep accurate written records of all matches
- Assist with program evaluation
- Hold year-end recognition event
- Facilitate closure of match if necessary