

RESOLUTION CITY OF SAINT PAUL, MINNESOTA

Presented by _____

- 1 RESOLVED, that the City of Saint Paul, Police Department is authorized to enter into the attached
- 2 amendment to city contract #02-15419-G with the State of Minnesota for practitioners in the Saint Paul
- 3 Ramsey County criminal justice system to continue receiving training on the integrated domestic violence
- 4 "blueprint" and its specific implications for their tasks in processing domestic violence cases.

	Yeas	Nays	Absent
Bostrom			
Carter			
Harris			
Helgen			
Lantry			
Stark			
Thune			

Requested by Department of: _____

By: T. Smith

Approved by the Office of Financial Services

By: _____

Approved by City Attorney

By: _____

Adopted by Council: Date _____

Adoption Certified by Council Secretary

By: _____

Approved by Mayor for Submission to Council

By: _____

Approved by Mayor: Date _____

By: _____



Minnesota Department of Public Safety ("State") Commissioner of Public Safety Office of Justice Programs 445 Minnesota Street , Suite 2300 St. Paul, MN 55101-2139	Grant Program: VAWA Recovery Act Systems Change 09 Grant Agreement No.: 2010-RASC-00119 Grant Amendment No.: 1																
Grantee: City of St Paul Police Department 367 Grove Street St Paul, Minnesota 55106-2416	Term: Effective Date: August 1, 2009 Expiration Date: April 30, 2011 <u>October 31, 2011</u>																
Grant Matching Requirement: <table border="0"> <tr><td>Original Agreement Amount</td><td>\$0</td></tr> <tr><td>Previous Amendment(s) Total</td><td>\$0</td></tr> <tr><td>Current Amendment Amount</td><td>\$0</td></tr> <tr><td>Total Agreement Amount</td><td>\$0</td></tr> </table>	Original Agreement Amount	\$0	Previous Amendment(s) Total	\$0	Current Amendment Amount	\$0	Total Agreement Amount	\$0	Grantee Agreement Amount: <table border="0"> <tr><td>Original Agreement Amount</td><td>\$119,643.00</td></tr> <tr><td>Previous Amendment(s) Total</td><td>\$0</td></tr> <tr><td>Current Amendment Amount</td><td>\$0</td></tr> <tr><td>Total Agreement Amount</td><td>\$119,643.00</td></tr> </table>	Original Agreement Amount	\$119,643.00	Previous Amendment(s) Total	\$0	Current Amendment Amount	\$0	Total Agreement Amount	\$119,643.00
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In this Amendment deleted agreement terms will be struck out and added agreement terms will be underlined.

The Original Grant Agreement and all previous amendments are incorporated into this amendment by reference.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

Grant Agreement No. 2010-RASC-00119/6900-2681

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: Chief of Police

Date: _____

By: _____

Title: City Attorney

Date: _____

By: _____

Title: Director, Financial Services

Date: _____

By: _____

Title: Director, HREEO

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

By: _____

Title: Mayor

Date: _____

#02-15417-9



Minnesota Department of Public Safety ("State") Commissioner of Public Safety Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: VAWA Recovery Act Systems Change 09 Grant Agreement No.: 2010-RASC-00119
Grantee: City of St Paul Police Department 367 Grove Street St Paul, Minnesota 55106-2416	Grant Agreement Term: Effective Date: August 1, 2009 Expiration Date: April 30, 2011
Grantee's Authorized Representative: Chief John M. Harrington St Paul Police Department 367 Grove Street St Paul, Minnesota 55101 (651) 266-5507	Grant Agreement Amount: Original Agreement \$119,643.00 Matching Requirement \$0.00
State's Authorized Representative: Jean Miller, Grants Program Specialist Crime Victim Services 445 Minnesota Street, Suite 2300 Bremer Tower St. Paul, Minnesota 55101 (651) 201-7328	Federal Funding: CFDA 16.588 State Funding: None Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved VAWA Recovery Act Systems Change 09 Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at Bremer Tower, 445 Minnesota Street, Suite 2300, St. Paul, Minnesota 55101-2139. The Grantee shall also comply with all requirements referenced in the VAWA Recovery Act Systems Change 09 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (www.wego.dps.state.mn.us), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 104.15 and 106.01

ORIGINAL SIGNED
OCT 7 2009
BY MARY ERICKSON

Signed: _____
Date: _____
Grant Agreement No. 2010-RASC-00119/6900-2681

3. STATE AGENCY

By: Cecilia Miller
(with delegated authority)
Title: Grants Dir.
Date: 10/5/09

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]
Title: Chief of Police
Date: 9/23/09
By: [Signature]
Title: City Attorney
Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

By: [Signature]
Title: Director, FSO
Date: _____

By: [Signature]
Title: Mayor
Date: 9/25/09

By: [Signature]
Title: Director, HREEO 9/25/09



OFFICE OF JUSTICE PROGRAMS



Project Information Sheet

1. **FISCAL AGENT** *(This is the agency named in the grant contract that will be responsible for the administration of the grant.)*

Legal Name: City of Saint Paul Police Department	Phone: 651-266-5588
Address: 367 Grove Street	Fax: 651-266-5542
City/ZIP: Saint Paul/55101	
Federal ID #:	State ID #:

2. **AUTHORIZED REPRESENTATIVE** *(This is the person whose name should appear in the grant contract and who will be responsible for ensuring that the terms and conditions of the contract are met. This person does not have to have signature authority, but must be an employee of the fiscal agent cited in #1.)*

Name & Title: Chief John M. Harrington	Phone: 651-266-5507
Address: 367 Grove Street	Fax: 651-266-5542
City/ZIP: Saint Paul/55101	E-mail: amy.brown@ci.stpaul.mn.us

3. **OPERATING AGENCY (IF DIFFERENT FROM #1)** *(In most cases, this is the primary service provider.)*

Legal Name:	Phone:
Address:	Fax:
City/ZIP:	

4. **PROGRAM MAIN CONTACT** *(This is the person that OJP can contact for any programmatic questions.)*

Name & Title: Amy Brown	Phone: 651-266-5507
Address: 367 Grove Street	Fax: 651-266-5542
City/ZIP: Saint Paul/55101	E-mail: Amy.brown@ci.stpaul.mn.us

5. **FINANCIAL CONTACT** *(This is the person that OJP can contact for any financial questions.)*

Name & Title: Same as program main	Phone:
Address:	Fax:
City/ZIP:	E-mail:

6. **CONTRACT MAILING CONTACT:** *(Which individual above should receive the contract packet in the mail and be responsible for obtaining the correct signatures on the contract and completing the necessary forms?)*

Name: Amy Brown

The Grantee (which refers to the applicant's status after it has been awarded grant funds) shall comply with all applicable federal, state and local laws, ordinances, rules and regulations and provisions stated herein in the performance of the grant award.

1. Survival of Terms

The following clauses survive the expiration or cancellation of the award:

9. Liability; 10. Audits; 11. Government Data Practices; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction and Venue; and 16. Data Disclosure.

2. Financial and Administrative Provisions

The Grantee will comply with all program guidelines specified in the Grant Program Guidelines (Guidelines) and application which are incorporated herein by reference.

Budget Revisions: The Grantee will submit a written change request for any substitution of budget items or any deviation in accordance with the Guidelines included in this application. Grantees whose requests have been approved will be notified in writing by the State's Authorized Representative to the Grantee's Authorized Representative. Requests must be approved prior to any expenditure by the Grantee.

3. Payment Terms

Payment: The State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services in accordance with the Guidelines included in this application. Expenditures for each state fiscal year (July through June) of the grant agreement must be for services satisfactorily performed within applicable state fiscal years.

Under Minn. Stat. § 16B.98 subd. 1, the Grantee agrees to minimize administrative costs.

4. Time

The Grantee must comply with all the time requirements described in the application and grant agreement. In the performance of the award, time is of the essence.

5. Consideration and Payment

The State will pay for all services performed by the Grantee under the grant agreement as a reimbursement according to the breakdown of costs contained in the Guidelines and Grantee's application that will be incorporated into the grant agreement.

Under Minn. Stat. § 16B.98, subd. 7, payments to the Grantee may not be issued until the grant agreement is fully executed.

6. Conditions of Payment

All services provided by the Grantee under the grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative so named in the grant agreement and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law.

7. Authorized Representative

The State's Authorized Representative or his/her successor, is so named in the grant agreement and has the responsibility to monitor the Grantee's performance and has the authority to accept the services provided under the grant agreement opportunity. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is so named in the grant agreement. If the Grantee's Authorized Representative changes at any time during the grant agreement, the Grantee must immediately notify the State.

8. Assignment, Amendments, Waiver, and Grant Agreement Complete

The Grantee may neither assign nor transfer any rights or obligations under the grant agreement without the prior consent of the State and a fully executed Amendment, executed and approved by the same parties who executed and approved the grant agreement, or their successors in office.

Any amendment to the grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.

If the State fails to enforce any provision of the grant agreement, that failure does not waive the provision or its right to enforce it.

The grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding the grant agreement, whether written or oral, may be used to bind either party.

9. Liability

Grantee must indemnify, save and hold the State, its agents, and employees harmless from any claims or causes of action, including all attorneys' fees incurred by the State arising from the performance of the grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under the grant agreement and subsequent grant agreements. The liability for Grantees that are municipalities is governed by Minn. Stat. § 466 and any other applicable law, rule or regulation.

10. Audits

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the Grantee or other party that are relevant to the grant agreement or transaction are subject to examination by the State, and/or the State Auditor or Legislative Auditor as appropriate, for a minimum of six years from the grant agreement end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Federal audits shall be governed by requirements of federal regulations.

If applicable, if the Grantee (in federal OMB Circular language known as "subrecipient") receives federal assistance from the State of Minnesota, it will comply with the Single Audit Act Amendments of 1996 as amended and Office of Management and Budget Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" for audits of fiscal years beginning after June 30, 1996; and, required audit reports must be filed with the State Auditor's Office, Single Audit Division, and with federal and state agencies providing federal assistance, and the Department of Public Safety within nine months of the Grantee's fiscal year end.

11. Government Data Practices

The Grantee and the State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by the State under the grant agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the Grantee under the grant agreement. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

12. Workers' Compensation

Grantee certifies that it is in compliance with Minnesota Statutes, § 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these 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 the State's obligation or responsibility.

13. Publicity and Endorsement

Any publicity regarding the subject matter of the grant agreement must be in accordance with the Guidelines included in this application. The Grantee must not claim that the State endorses its products or services.

14. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs the grant agreement. Venue for all legal proceedings out of the grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. Termination

Termination by the State. The State may cancel the grant agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

Termination by the Grantee. The Grantee may request termination upon 30 day's notice to the State's Authorized Representative. Upon termination, the Grantee is entitled to payment for services actually performed and agrees to return any unused funds to the State.

Termination for Insufficient Funding. The State may immediately terminate the grant agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services under the grant agreement.

Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State receiving that notice.

Termination for Failure to Comply. The State may cancel the grant agreement immediately if the State finds that there has been a failure to comply with the provisions of the grant award, that reasonable progress has not been made or that the purpose for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

16. Data Disclosure

Under Minnesota Statutes, § 270C.65, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification

number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

17. Other Provisions be it understood:

- a. By filing of this application, the applicant has therefore obtained the necessary legal authority to apply for and receive the proposed grant;
- b. The filing of this application has been authorized by applicant's governing body, and the official who has applied his/her electronic signature to this application has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the representative of the applicant in connection with this application;
- c. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of applicant;
- d. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded;

Agreement to Acknowledge the Terms and Conditions are Incorporated Into the Grant Agreement:

By submitting this application, I/we [name of Applicant Organization Representative] as an authorized Representative for [Applicant Organization's Name] the Applicant, acknowledge that I have read the Terms and Conditions in their entirety as stated within the Application materials and acknowledge that the Terms and Conditions will be incorporated into the Grant Agreement if funds are awarded to the Applicant under this Application. As authorized, if the Applicant is awarded funds under this Application, I will submit the required documents and certification on behalf of the Applicant Organization.

FEDERAL AUDIT REQUIREMENTS

1. For subrecipients that are state or local governments, non-profit organizations, or Indian tribes

If the grantee expends total federal assistance of \$500,000 or more per year, the grantee agrees to obtain either a single audit or a program-specific audit made for the fiscal year in accordance with the terms of the Single Audit Act Amendments of 1996.

Audits shall be made annually unless the state or local government has, by January 1, 1987, a constitutional or statutory requirement for less frequent audits. For those governments, the federal cognizant agency shall permit biennial audits, covering both years, if the government so requests. It shall also honor requests for biennial audits by governments that have an administrative policy calling for audits less frequent than annual, but only audits prior to 1987 or administrative policies in place prior to January 1, 1987.

For subrecipients that are institutions of higher education or hospitals

If the grantee expends total direct and indirect federal assistance of \$500,000 or more per year, the grantee agrees to obtain a financial and compliance audit made in accordance with OMB Circular A-110 "Requirements for Grants and Agreements with Universities, Hospitals and Other Nonprofit Organizations" as applicable. The audit shall cover either the entire organization or all federal funds of the organization.

The audit must determine whether the subrecipient spent federal assistance funds in accordance with applicable laws and regulations.

2. The audit shall be made by an independent auditor. An independent auditor is a state or local government auditor or a public accountant who meets the independence standards specified in the General Accounting Office's "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions."
3. The audit report shall state that the audit was performed in accordance with the provisions of OMB Circular A-133 (or A-110 as applicable).

The reporting requirements for audit reports shall be in accordance with the American Institute of Certified Public Accountants' (AICPA) audit guide, "Audits of State and Local Governmental Units," issued in 1986. The federal government has approved the use of the audit guide.

In addition to the audit report, the recipient shall provide comments on the findings and recommendations in the report, including a plan for corrective action taken or planned and comments on the status of corrective action taken on prior findings. If corrective action is not necessary, a statement describing the reason it is not should accompany the audit report.

4. The grantee agrees that the grantor, the Legislative Auditor, the State Auditor, and any independent auditor designated by the grantor shall have such access to grantee's records and financial statements as may be necessary for the grantor to comply with the Single Audit Act Amendments of 1996 and OMB Circular A-133.
5. Grantees of federal financial assistance from subrecipients are also required to comply with the Single Audit Act and OMB Circular A-133.

6. The Statement of Expenditures form can be used for the schedule of federal assistance.
7. The grantee agrees to retain documentation to support the schedule of federal assistance for at least four years.
8. **Required audit reports must be filed with the State Auditor's Office, Single Audit Division, and with federal and state agencies providing federal assistance, and the Department of Public Safety within nine months of the grantee's fiscal year end.**

OMB Circular A-133 requires recipients of more than \$500,000 in federal funds to submit one copy of the audit report within 30 days after issuance to the central clearinghouse at the following address:

Bureau of the Census
Data Preparation Division
1201 East 10th Street
Jeffersonville, Indiana 47132

Attn: Single Audit Clearinghouse

The Department of Public Safety's audit report should be addressed to:

Minnesota Department of Public Safety
Office of Fiscal and Administrative Services
444 Cedar Street
Suite 126, Town Square
St. Paul, MN 55101-5126

Office of Justice Programs (OJP)
VAWA Recovery Act Direct Services 09 RFP
Grant Program Guidelines

The Office of Justice Programs will require each grantee to abide by the following requirements in addition to those contained in the Terms and Conditions:

Financial Requirements:

- 1) The grantee's eligible expenditures under this grant contract must be incurred by the grantee by the expiration date of the grant agreement. The grantee will report on all expenditures, interest earned, and interest expended pertaining to this grant contract in WEGO quarterly within 5 calendar days of the end of the calendar quarter. Final expenditure report must be received no later than 30 days after the Expiration date of this grant contract.
- 2) The grantee shall submit a written budget revision request via WEGO before any expenditure may be made based on the revised budget. Submission of a budget revision is necessary if a) a line item will deviate by \$200 or 10%, whichever is higher, from the approved budget, or b) a new line item that was not part of the approved budget will be created.
- 3) The grantee shall have until 30 days after the expiration date of the grant agreement to liquidate all unpaid obligations related to the program which were incurred on or before the last day of the grant period and to submit a report of all funds received and disbursed. If a report is not submitted within this time period, expenses claimed on the report may be disallowed and OJP may request a refund of those funds from the grantee if the funding was advanced to the grantee.
- 4) The grantee shall retain all financial records for a minimum of six (6) years after the date of submission of the final financial status report, or until completion of an audit which has commenced before the expiration of this six-year period, or until any audit findings and/or recommendations from prior audit(s) have been resolved between the grantee and OJP, whichever is later.

Reporting Requirements:

- 1) Grant Manual: The grantee shall report to the OJP as specified in the Office of Justice Programs' Grant Manual.
- 2) Financial Reporting: The grantee shall submit a financial reporting form to OJP using the Web-Enabled Grant Operations System (WEGO) at least quarterly within 5 calendar days after the end of the reporting period.
- 3) Progress Reporting: The grantee shall use WEGO to submit a quarterly report outlining progress achieved towards the accomplishment of the goals and objectives within 5 calendar days after the end of each calendar quarter.
- 4) Requirement Changes: OJP may modify or change all reporting forms at their discretion during the grant period.
- 5) Additional Requirements: The grantee shall submit such other reports and attend meetings and training as OJP shall reasonably request.

Other Provisions:

- 1) Evaluation: OJP shall have the authority, during the course of this grant period, to conduct an evaluation of the performance of the grantee.

- 2) Governing Board: The grantee shall provide OJP with current list of their governing board and officers and will notify OJP within two weeks of any changes to the list.
- 3) Special Requirements: OJP reserves the right to include in the grant, at any time during the term of the grant, special administrative requirements deemed necessary to assure the grantee's successful implementation of the program. OJP will notify the Grantee in writing of any special administrative requirements.

VAWA Recovery Federal Provisions:

The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

- 1) Supplant: Grantee may not use funds received under this grant contract to supplant or substitute state and local public funds that would otherwise be available for crime victim assistance.
- 2) Accounting: Funds from the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("Recovery Act") may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate. There can be no commingling of funds.
- 3) Audits: The Grantee will comply with the Single Audit Amendments of 1996 and Office of Management and Budget Circular A-133. An explanation of the Federal Audit Requirements is attached and incorporated and made a part of this grant contract.
- 4) Drug-free Workplace: If this grant contract involves an award of \$25,000.00 or more, Grantee certifies that it has complied with the provisions of the Drug Free Workplace Act of 1988, P.L. 100-169.
- 5) Debarment and Suspension: Executive Order 12549 on Debarment and Suspension, and the implementing regulation, requires that the Grantee certify it has not been debarred or otherwise excluded from participating in any other transaction with a federal department or agency.
- 6) Lobbying: Federal Restrictions on Lobbying imposed by 31 U.S.C. Section 1352, requires that any organization receiving federal funds certify that no federally appropriated funds will be used, 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 the federal Office on Violence Against Women.
- 7) Victim Compensation Claims: The grantee agrees to assist crime victims in filing claims for compensation.
- 8) Pro-Children Act of 1994: The grantee must comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal Programs either directly or through the State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

- 9) Equal Employment Opportunity Plan. The grantee assures it will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39. Grantee assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office on Violence Against Women. Grantee assures it will provide an Equal Employment Opportunity Plan if required to maintain one, where the application is for \$500,000 or more.
- 10) Publications: Any written, visual, or audio publications, with the exception of press releases, whether published at the the grantee's or OJP's expense, shall contain the following statement:

“This project was supported by Grant No. {TO BE DETERMINED} awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily represent the views of the Department of Justice, Office on Violence Against Women.”

- 11) Violence Against Women Act: Grantee agrees to comply with all relevant statutory and regulatory requirements including the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, and Office of Violence Against Women's implementing regulations at 28 CFR Part 90.
- 12) Recovery Act: Projects supported under the Recovery Act must adhere to the primary principles of the Act: 1) creation of jobs, 2) preservation of jobs, and 3) promotion of economic growth.

Agreement to Acknowledge the Program Guidelines are Incorporated Into the Grant Agreement:

By submitting this application, I/we [name of Applicant Organization Representative] as an authorized Representative for [Applicant Organization's Name] the Applicant, acknowledge that I have read the Program Guidelines in their entirety as stated within the Application materials and acknowledge that the Program Guidelines will be incorporated into the Grant Agreement if funds are awarded to the Applicant under this Application. As authorized, if the Applicant is awarded funds under this Application, I will submit the required documents and certification on behalf of the Applicant Organization.

1. Program Narrative

a. Project Overview

This project addresses three Statutory Purpose Areas in the area of domestic violence:

1. Training law enforcement officers, judges, other court personnel, and prosecutors to more effectively identify and respond to violent crimes against women.
2. Developing and implementing more effective police, court, and prosecution policies, protocols, orders and services.
3. Supporting formal and informal statewide, multidisciplinary efforts, to the extent not supported by state funds, to coordinate the response of state law enforcement agencies, prosecutors, courts, victim services agencies, and other state agencies and departments, to violent crimes against women.

In 2008, criminal justice agencies¹ in St. Paul and Ramsey County, together with representatives of the advocacy community, joined together in a bold initiative to audit how domestic abuse related-cases are handled at each point of case processing from 911 through case charging. Our goal was to locate how and where we could collectively increase our ability to protect victims of domestic violence from ongoing abuse and reduce both the opportunity and inclination of abusers to do harm.

The audit culminated in a meeting with agency heads that laid out seven areas in which agencies needed to revamp current practices. When asked by the agency heads, “Can you lay it all out so we don’t continue to go at this piecemeal?” The answer came in funding from the Minnesota State Legislature to design *a comprehensive, integrated domestic violence response framework – a “Blueprint.”* This Blueprint was designed from the 911 call through over 100 steps of case processing to final case closure that ensures the community did what it could, when it could, each time a victim of ongoing battering reaches out for help. The development and production of the Blueprint included a community-based advocacy organization (St. Paul Intervention Project) that provided conduits for diverse communities (particularly those with barriers to accessing help), to influence the design and scope of the framework thus ensuring that the framework includes the expertise of the advocacy community and the direct knowledge of victims of domestic abuse and leaders in marginalized communities. The Blueprint will be made available July 1, 2009, to every jurisdiction in the state for replication and adaptation and showcased at the largest gathering of criminal justice practitioners in August at the State of Minnesota’s annual CLE conference.

The Blueprint was designed to a) reduce the fragmented approach to cases in our current system, b) allow practitioners to adjust their interventions to the level of violence and risk in each case, c) coordinate interventions around a common set of intervention principles, d) build a set of information sharing agreements that help position each practitioner to do their tasks effectively, e) build in an inter-agency approach to accountability and

¹ St. Paul Police (911 center, patrol divisions, family violence and sexual assault unit); Ramsey County Sheriff’s office (warrants division and jail); St. Paul City Attorney’s Office and Ramsey County Attorney’s office (charging, first appearance, conditions of release); Project Remand (bail and release conditions); Ramsey County Corrections (probation.)

transparency, f) address the disparities that occur as policies are applied to people of diverse economic, cultural and social backgrounds.

The Blueprint does this as each agency agrees to specific policy language governing each practitioner and agency at each step of case processing;

1. a detailed standard operating procedural guide
2. a detailed description of what information to gather and disseminate to others at each point of intervention;
3. a quality assurance plan including roles and responsibilities of supervisors, methods for inter-agency feedback on case management, inter-agency semi-annual quality control checks;
4. a victim engagement plan coordinating every practitioner around six key victim centered intervention principles.

This project will:

- A) Offer the Saint Paul Ramsey County criminal justice system an opportunity to receive the critical training needed to introduce each practitioner (between 750-900) to the full scope of the Blueprint and its specific implications for their tasks in processing domestic violence cases. The City of Saint Paul Police will contract with our non-profit partner Praxis to coordinate the offering of three rounds of a two-day training on the Blueprint. Day one will cover the five inter-agency elements of the Blueprint listed above. Day two will break into five tracks covering the specifics of new policies and protocols for each group of practitioners 1) prosecutors and investigators, 2) probation officers and bail evaluators 3) the bench, 4) advocates and human service providers 5) jail and warrants division.
- B) We will subcontract with the Law Enforcement Resource Center to provide a web-based training for 580 law enforcement officers to cover the basic changes in the patrol policy and new police writing formats. The police department will offer 4-5 specific roll call trainings on additional aspects of the new police policy over the 21 month grant period.
- C) The city will also extend an invitation to other jurisdictions to send a small team to one of the three two-day trainings to learn how to adapt and replicate the Blueprint in their own jurisdictions.
- D) The city through the SPPD will provide a person to rigorously document and work toward full compliance of the key shifts in practice at the police level by first, reviewing 200-300 domestic violence reports in the first six months of the project creating a worksheet for each report that documents compliance with a) arrest determinations b) evidence gathering c) report writing standards, d) victim engagement measures. Secondly, the compliance coordinator will meet with commanders of the patrol districts to look at the trends, accomplishments and needed changes to reach full compliance. Commanders will take necessary corrective steps in their districts and a second round of compliance checks will occur six months later. A final round of 100 report checks will occur six months later. We would expect that round to reflect the level of compliance the department will be able to report they have reached.

b. Compliance with the Recovery Act Intent

- 1) Praxis International and the Law enforcement Training center will be hired under contract to implement this project thus providing economic growth and stimulus. Implementation of the blueprint will help provide a clear and consistent response to domestic violence cases throughout the State of Minnesota.
- 2) These contracts will be completed one month after award.

c. Evaluation Plan

SPPD will assign the project administer Amy Brown to write an evaluation of the project using three sources of data .

- A) Each training event will be evaluated (for usefulness in understanding their roles in the new inter-agency response) by participants and a compilation of those evaluations made available to the evaluator by Praxis.
- B) The final 100 compliance worksheets of patrol reports (redacted for any identifying features) will be provided to the evaluator.
- C) Comparison reports on the number of cases declined for prosecution in the first six months of 2010 and the first six months of 2011 will be produced by the Family Violence unit supervisor to determine if there is an anticipated increase in prosecuted cases due to a) more thorough police investigations and b) more vigorous pursuit in gone on arrival cases and c) changes in the prosecution charging policies.
- D) Computer runs will be made to determine the level of compliance with the policy requiring officers to write a report on all domestic related offenses.
- E) Praxis will conduct a survey of practitioners in the entire system (all those attending the two day training and patrol officers) asking for their impressions of the changes produced by the implementation of the Blueprint. The survey will focus on the six areas identified earlier characterizing the Blueprint design. This will occur in the final six months of the grant. Praxis will compile and provide those results to the evaluator to disseminate to agency heads and to incorporate into a final report to the state.
- D) The limited fund available in this grant prohibits a full evaluation of the efforts the city is making to implement the Blueprint. We also recognize the crucial importance of first reaching a high level of compliance with the Blueprint policies and protocols before embarking on an evaluation to see if it's working. Our more modest goal here was to evaluate the trainings and at least determine the level of compliance in the Police department which sets the stage for all subsequent interveners. The City will likely seek funding to do a far more comprehensive evaluation of the entire Blueprint once we are confident we have a high compliance rate to it's policies and protocols.

Work Plan

Your project should be designed with a maximum of 4 *Objectives* and 6 *Activities* for each objective. The *Objectives* and *Activities* text boxes will expand to allow for 240 characters. The *Time Frame* and *Position Responsible* text boxes allow for 75 characters.

Objective #:	Objective: What do you intend to achieve? (Objectives should be measurable and attainable during the grant period)
1	Complete three, two-day training sessions on the project involving all leaders involved in the program.

Activities: How will you achieve this objective?	Time Frame	Position Responsible
Coordinate with the non-profit agency Praxis to provide training. The training will be for all partners of the project. Invite 10-20 other Minnesota jurisdictions to the training session.	August, 2009	Ellen Pence, Nancy Diperna, Amy Brown
Hold day one training to cover the inter-agency elements of the program.	September, 2009	Ellen Pence and SPPD trainers
Hold day two training to cover specific policies and procedures of the program.	September, 2009	Ellen Pence and SPPD trainers

Objective #:	Objective: What do you intend to achieve? (Objectives should be measurable and attainable during the grant period)
2	Produce a one-hour video and corresponding handout sheets about the project that will be used for individual training to all Saint Paul Police Department officers.

Activities: How will you achieve this objective?	Time Frame	Position Responsible
Contract with Law Enforcement Training Center to create a DVD, e-learning course. The video will entail an introduction from Saint Paul Police Chief John Harrington and a domestic violence survivor on the importance of the program.	October, 2009	LETC Rep, Ellen Pence, and SPPD trainers
Create of a corresponding handout as a companion to the DVD with details on report writing and containing sample reports	October, 2009	Ellen Pence
Produce a handout that contains a completed report and that will have information on officer conduct at the scene: asking risk questions, determining self defense, summarizing events, observing the scene, and noting spontaneous statements	October, 2009	Ellen Pence

The handout will also contain a checklist that sergeants will use to check reports. The officers will then understand what to look for by seeing what their supervisors will be checking.	October, 2009	Ellen Pence
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Objective #: 3	Objective: What do you intend to achieve? (Objectives should be measurable and attainable during the grant period) Train all Saint Paul Police officers (580) through the DVD, e-learning course on writing domestic violence reports under the new guidelines.
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Activities: How will you achieve this objective?		Time Frame	Position Responsible
Distribute the DVD to all Saint Paul officers on the new domestic violence blueprint. The prepared handouts of sample domestic violence reports and worksheets will be included with the video.		November, 2009	Amy Brown
Sergeants will conduct supplemental roll call trainings over the next 21 months. The training will cover strangulation cases, witness intimidation, interviewing, self-defense determination, and Mirandizing in misdemeanor cases.		December, 2009 - July, 2011	Sppd Trainers

Objective #: 4	Objective: What do you intend to achieve? (Objectives should be measurable and attainable during the grant period) Evaluation of the program from start to finish to ensure that the program can be easily understood, replicated, and that all steps of the program are compliant with the guidelines and goals.
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Activities: How will you achieve this objective?		Time Frame	Position Responsible
Each training event will be evaluated for usefulness and understanding		September, 2009	Praxis
95% compliance rate with the new patrol report writing standards through the reading and evaluation of 200-300 reports in the first six months of the program and 100 reports the third six months.		December, 2009 - May 2010	Auditor
Comparison reports on the number of cases declined for prosecution in the		January - June 2009,	Commander Steve Frazer

<p>first six months of 2009 and the first six months of 2010 will be produced to determine effectiveness of the program.</p>	<p>January - June 2010</p>	
<p>Computer runs will be made to determine the level of compliance with the policy requiring officers to write a report on all domestic-related offenses.</p>	<p>Monthly starting January 2010</p>	<p>Amy Brown</p>
<p>Praxis will conduct a survey of practitioners of the entire system and asking them of their impressions of the changes produced by the implementation of the program.</p>	<p>November, 2010 - April 2011</p>	<p>Praxis</p>

MINNESOTA DEPARTMENT OF PUBLIC SAFETY

OFFICE OF JUSTICE PROGRAMS

Grantee: St Paul Police Department

Grant Number: 2010-RASC-00119

Program Component: Systems Change: Implement Blueprint

Start Date: 8/1/2009

End Date: 4/30/2011



Personnel			
Description		VAWA Funds	
Personnel	Overtime for 580 officers to take the e-learning course on writing domestic violence reports under the new Blueprint for Safety Standards. (\$48.15 per hour for 580 hours) Additional in kind contribution - three trained St. Paul officers to assist in producing the film (24 hours for three people \$4152)		\$27,927.00
Sub-Total			\$27,927.00
Payroll Taxes & Fringe			
Description		VAWA Funds	
Payroll Taxes & Fringe	Fringes on overtime at 19.749 percent for 580 hours		\$5,516.00

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Sub-Total		\$5,516.00
Contract Services		
Description		VAWA Funds
Contract Services	<p>Contract with the Law Enforcement Training center (LERC) to produce a one-hour training video for 580 police officers on their unique and central role in the Blueprint Project. \$40,000 at 600 copies (\$20,000 in kind from Saint Paul Police Department in staff time to produce video and handouts) \$20,000 charged to project. This includes the cost of 600 videos = \$20,000</p> <p>Contract with Praxis to offer three two-day trainings so that every employee of the participating agencies in Ramsey County can attend a full-training on this Blueprint. Invite teams of up to five people from 10-20 other Minnesota jurisdictions to participate in the training in order to help them implement the program in their communities. Contract for 6 trainers @ 450 a day for 3 days plus per diem \$2400. Break supplies \$10.00 per person x 2 days x 350 people = \$3600 and \$5000 for Praxis staff to organize it and prepare training materials and handouts = \$23,000</p> <p>Contract with an individual TBD to audit Saint Paul Police Department reports for three months and at one year and report to each commander to ensure compliance with Blueprint. (need budget detail) in kind evaluation by police department - approximately 80 hours - \$4800) = \$36,400</p>	\$86,200.00
Sub-Total		\$86,200.00
Total (this program component)		\$119,643.00