

AGREEMENT

Grant #: 17ACHMN0010001-17

Program Officer _____

Accountant _____

Chief Executive Officer _____

Funding Sources: Combined Federal CNCS AmeriCorps Funding (CFDA #94.006), State of Minnesota Funding, and ServeMinnesota Funding			Total Amount of Grant: \$463,900	Grant Period: 9/1/2017- 8/30/2018
Total Federal CNCS AmeriCorps Funding: \$276,600	Total State of Minnesota Funding: \$10,000	Total ServeMinnesota Funding: \$0	Cash Match: \$177,300	In-Kind Match: \$0

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

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

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

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

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

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

SECTION I: PRIVACY AND SUPERSESSION. This AGREEMENT is funded in whole or in part with funding by federal sources, and those of the State of Minnesota (State.) Neither the State nor the United States nor any of their departments, agencies, or employees is, or shall be, a party to this AGREEMENT, any lower tier subcontract of this AGREEMENT, or any solicitation or request for proposals. This AGREEMENT is subject to the federal regulations including 10 CFR Part 600, et seq.

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

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

The GRANTEE's Authorized Representative is **Kathleen A. Wuorinen**. If the GRANTEE's Authorized Representative changes at any time during this AGREEMENT, the GRANTEE must immediately notify ServeMinnesota.

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

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

SECTION III: **TERM OF AGREEMENT.** The TERM of this AGREEMENT (grant period) shall be from **9/1/2017 12:00:00 AM** until **8/30/2018 12:00:00 AM**, or until all obligations set forth in this AGREEMENT have been satisfactorily fulfilled, whichever comes first (the Grant Period.)

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

SECTION V: **GENERAL UNDERTAKINGS BY SERVEMINNESOTA.** ServeMinnesota shall:

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

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

1. Ensure adequate communication with ServeMinnesota by dedicating at least one computer to its PROGRAM staff. The computer shall be connected to the internet and operating software shall be capable of reading and transmitting Microsoft documents, including Word and Excel documents, be able to interface with the AmeriCorps Online Reporting System (OnCorps) and the CNCS Online Grants Management System (eGrants);
2. Use the OnCorps system in its entirety throughout the PROGRAM year. This includes, but is not limited to: enrolling/exiting members, tracking member hours, reporting expenditures and requesting payment (cost reimbursement only), completing PROGRAM progress reports, and any other features as they are developed;
3. Include in its recruitment materials and applications forms, notice that it operates its PROGRAMS and activities subject to federal and State requirements for non-discrimination (see Section XV). All member contracts, handbooks, manuals, pamphlets shall include information on civil rights

- requirements, complaint procedures and the rights of beneficiaries. Such information shall be posted in prominent locations;
4. **Select and place** (full-time service provider members of GRANTEE) no later than 90 days after (PROGRAM start) date with an agreement that each full-time member shall serve 1,700 or more hours during a period of not more than twelve months;
 5. Submit all required fiscal and PROGRAM reports according to the following deadlines:
 - a. For Fixed Award Grants, a Monthly Payment Report (MPR) must be submitted to ServeMinnesota by the 15th of each month with the final MPR due on (30 days after PROGRAM end date). For Cost Reimbursement Grants, a Periodic Expense Report Form (PER) must be prepared and submitted to ServeMinnesota through the OnCorps system by the 15th of each month with the final PER due on **9/30/2018** (30 days after PROGRAM end date).
 - b. Close out this grant according to appropriate Office of Management and Budget (OMB) Circular After-the-Grant Policies and ServeMinnesota direction. Final Closeout Forms are due on (30 days after PROGRAM end date).
 - c. Collect and maintain data as required by ServeMinnesota. Performance measure data must be submitted in OnCorps no later than **December 15, 2017, April 15, 2018, July 15, 2018, and October 1, 2018**. A Year-End Progress Report must be submitted by **October 1, 2018** for the entire grant period. A mid-year State Report is due on **December 15, 2017** and a year-end State Report is due on **July 15, 2018** and must be submitted in the required format.
 6. Establish Site Agreements outlining PROGRAM requirements, applicable site objectives and the specific goals to be achieved. Site Agreements will be provided to any site where members perform service that is not under the direct oversight of the GRANTEE. Each Site Agreement will be signed and dated and will include full text references to directives that may include but are not limited to the following:
 - a. General AmeriCorps Information (for context);
 - b. Cash contribution to PROGRAM (if applicable);
 - c. Expectations of Site Personnel;
 - i. Term of agreement.
 - ii. Supervisory time and schedule.
 - iii. Required documentation / reporting information.
 - iv. Provision of "direction" to members.
 - v. Verifying members' time served / signing time cards.
 - vi. Attend all required and/or scheduled site supervisor meetings.
 - d. Non duplication, non-displacement and supplantation; (**see attachment D supplantation**)
 - e. Non-discrimination and public notice of non-discrimination;
 - f. Member's Position Description;
 - i. Prohibited activities (by Regulations, and by PROGRAM if applicable).
 - ii. Definition of Allowable activities (based on member's Position Description and PROGRAM's performance measures).
 - iii. Members are not "employees" or "volunteers."
 - g. Description of grievance procedure as relates to sites;
 - h. Requirements under the Drug-Free Workplace Act (41 U.S.C. 701 et seq.); and,
 - i. Civil rights and non-harassment policy.
 7. Ensure that its agents attend scheduled training, coordination meetings and other events arranged by ServeMinnesota or its representatives.
 - a. If the GRANTEE has not received a previous award, the GRANTEE's PROGRAM staff shall attend orientation and training events as scheduled and arranged by ServeMinnesota and/or its representatives.

- b. PROGRAM staff shall attend and participate fully in each PROGRAM staff meeting and mandated training events and shall attend, support and participate fully in statewide member events and training days.
- c. Members shall attend and participate fully in statewide member events and training days.
- d. PROGRAM staff and members are encouraged to participate in 9/11 Day of Service and Remembrance, Make a Difference Day, Martin Luther King, Jr. "Day of Service", National Youth Service Day, and National AmeriCorps Week.
- e. All PROGRAM events shall be alcohol, drug and violence free. The use of drugs or alcohol, or acts of violence by the GRANTEE's staff or members during any event shall be immediately and appropriately addressed by the GRANTEE.

SECTION VII: **FUNDING.** This AGREEMENT authorizes a total grant for **\$463,900** with **\$276,600** in Federal CNCS AmeriCorps funding, **\$10,000** in State funding, and **\$0** in ServeMinnesota funding. Disbursement is conditioned on:

- 1. Funding for this AGREEMENT shall be paid with Federal CNCS AmeriCorps funding and State ServeMinnesota funding, dependent on a Minnesota Appropriations Transfer and subject to conditions imposed by the State and CNCS with respect to such funding including but not limited to Minnesota Statutes §124D.385.
- 2. State, ServeMinnesota funding and Federal CNCS AmeriCorps funding is based on 100% enrollment.
- 3. State, ServeMinnesota funding shall only be used to pay member support costs that were allocated in the Grantee budget approved by ServeMinnesota. Federal CNCS AmeriCorps funding shall be used to pay budgeted expenditures for costs outlined in the approved budget. That budget is by this reference incorporated herein as Attachment B
- 4. The GRANTEE certifies that the matching contributions will be met by the GRANTEE, including cash match totaling **\$177,300** and in-kind match totaling **\$0**. Accounting shall differentiate the match and grant income and expenditures. Cash and in-kind match requirements must be satisfied by the end of the Grant Period.

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

- 1. Requests for payment shall be submitted to ServeMinnesota. The GRANTEE must request payment on or before the 15th day of each month. Reimbursement must be supported by the receipt of a Monthly Payment Report (MPR) or Periodic Expense Report Form (PER) submitted electronically through the OnCorps system.
- 2. To be eligible for payment, the GRANTEE shall be in compliance with all requirements of the AGREEMENT. Payment of questionable costs may be withheld pending resolutions and may require rebilling by the GRANTEE. For any period in which a specific deliverable is due, the payment for that period shall be withheld pending receipt of the required deliverable.

3. ServeMinnesota shall reimburse the GRANTEE for documented costs within 30 days of the receipt of a bill for payment. Grant funding under this AGREEMENT is paid on a reimbursement basis for actual expenditures. If the services are satisfactory, ServeMinnesota will certify acceptance on each payment request submitted for payment.
4. Final payment shall only be paid upon ServeMinnesota's approval of the GRANTEE's final PER. Matching contributions shall be documented as a condition of final payment under this AGREEMENT; match contributions shall be evidenced in amounts equivalent to grant funds expended.

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

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

SECTION X: **TERMINATION.**

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

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

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

1. **ALLOWABILITY OF COSTS.** For federal funds, allowance for reimbursement of costs incurred under this AGREEMENT shall be determined in accordance with the procedures and principles given in the federal publications "Office of Management and Budget" (OMB)

- 2. EXPENSE RECORDS.** The GRANTEE shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of implementing this AGREEMENT to the extent and in such detail as will accurately reflect all gross costs, direct and indirect, of labor materials, equipment, supplies, services, and other costs and expenses of whatever nature.

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

- a. The seven-year retention period shall commence from the date of submission of the final expenditure report;
- b. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- c. The GRANTEE agrees to cooperate in any examination and audit under the provisions of this paragraph.

- 3 EXAMINATION AND AUDIT OF ACCOUNTS AND EXPENSE RECORDS.** The GRANTEE will give ServeMinnesota, the Comptroller General of the United States, and if appropriate, the State, through any Authorized Representative, access to and the right to examine all records, books, papers, or documents related to the award, and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

- 4. SINGLE AUDIT ACT.** The GRANTEE will cause to be performed the required compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Uniform Grant Guidance, Subpart F, Audit of States, Local Governments, and Non-Profit Organizations. A-133 audits must be completed within nine months of the end of the fiscal year. The GRANTEE shall submit a copy of the GRANTEE's single audit report (OMB Uniform Grant Guidance, Subpart F or legislative audit) to ServeMinnesota. The GRANTEE must provide written follow-up to any material or significant findings to ServeMinnesota in a timely manner but not more than ninety (90) days after the audit. Note - The threshold of \$750,000 referenced in OMB Uniform Grant Guidance, Subpart F applies to all federal funds expended within the GRANTEE's fiscal year.

- 5. PROGRAM MANAGEMENT RECORDS.** The GRANTEE shall provide timely access to documents, papers or other records and personnel that are pertinent to this award for the purpose of monitoring visits, audits and compliance checks by ServeMinnesota, State, and CNCS or their representatives.

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

SECTION XIV: ASSIGNMENT AND SUBCONTRACTING. The parties agree there shall be no assignment or transfer of this AGREEMENT, or of any interest in this AGREEMENT, unless both parties agree in writing. The parties agree that no services required under this AGREEMENT may be performed under subcontract unless both parties agree in writing.

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

SECTION XV: CIVIL RIGHTS AND NON-HARASSMENT POLICY.

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

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

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

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

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

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS or ServeMinnesota program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. If another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), eo@cns.gov, or through www.nationalservice.gov.

SECTION XVI: GRATUITIES / CONFLICTS AVOIDANCE. GRANTEE and any of its agents or representatives are prohibited from offering or providing gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of ServeMinnesota or CNCS (or their agents) in an attempt to

secure a contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this AGREEMENT.

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

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

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

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

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

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

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

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

SECTION XXII: FEDERAL CERTIFICATIONS AND ASSURANCES AGAINST LOBBYING.

1. LOBBYING. (10 CFR Part 601). As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105, and the GRANTEE certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL “Disclosure Form to Report Lobbying,” in accordance with its instructions;
- c. The GRANTEE shall require that the language of this part be included in the award documents for all sub-awards at all tiers (including all sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (10 CFR Parts 600.235 & 600.1036 Appendix B). As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.

The applicant certifies that it and its principals:

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

3. DRUG-FREE WORKPLACE. In compliance with the Drug-Free Workplace Act of 1988, the GRANTEE shall:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the GRANTEE’s workplace will result in actions clearly specified by the GRANTEE

- b. Establish a drug-free awareness PROGRAM to inform employees about:
 - 1. The dangers of drug use in the workplace;
 - 2. The GRANTEE's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance PROGRAMs; and,
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
- d. Notify the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
 - 1. Abide by the terms of the statement; and,
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- e. Provide ServeMinnesota within ten days after receiving notice under subparagraph 4 from an employee or otherwise receiving actual notice of such conviction;
- f. Take the following actions, within 30 days of receiving notice under subparagraph 4, with respect to any employee who is so convicted:
 - 1. Take appropriate personnel action against such employee, up to and including termination; and,
 - 2. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation PROGRAM approved for such purposes by federal, State, or local health, law enforcement, or other appropriate agency.
- g. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a through f.

4. **ADDITIONAL ASSURANCES.** As applicable, the GRANTEE makes additional assurances in compliance with federal PROGRAM requirements. A checklist (see Attachment C) outlining these assurances has been reviewed by the Authorized Representative. Applicable assurances have been indicated and initialed to indicate compliance.

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

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

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

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

SECTION XXV: DEFAULT. In the event of a material default by GRANTEE under the terms of this Agreement, ServeMinnesota shall have the following remedies:

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

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

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

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

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

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

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

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

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

Law Enforcement Career Path Academy

Date: _____

By: _____

Kathleen A. Wuorinen
City of St. Paul
367 Grove Street
Saint Paul, MN 55101

Employer Identification Number (EIN):
416005521

Date: _____

By: _____

City Attorney

Date: _____

By: _____

Director of the Office of Financial Services

Date: _____

By: _____

Mayor

Date: _____

By: _____

Director of Human Rights and Equal Economic
Opportunity

ServeMinnesota

Date: 8-18-2017

By: Audrey Suker

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

ATTACHMENT A

PROGRAM DESCRIPTION / GRANTEE PROPOSAL

PART I - FACE SHEET

APPLICATION FOR FEDERAL ASSISTANCE		1. TYPE OF SUBMISSION: Application <input checked="" type="checkbox"/> Non-Construction																													
Modified Standard Form 424 (Rev. 02/07 to confirm to the Corporation's eGrants System)																															
2a. DATE SUBMITTED TO CORPORATION FOR NATIONAL AND COMMUNITY SERVICE (CNCS):		3. DATE RECEIVED BY STATE: 05-MAY-17																													
2b. APPLICATION ID: 17AC194920		4. DATE RECEIVED BY FEDERAL AGENCY: FEDERAL IDENTIFIER: 17ACHMN0010001																													
5. APPLICATION INFORMATION																															
LEGAL NAME: City of St. Paul DUNS NUMBER: 961663390		NAME AND CONTACT INFORMATION FOR PROJECT DIRECTOR OR OTHER PERSON TO BE CONTACTED ON MATTERS INVOLVING THIS APPLICATION (give area codes): NAME: Carol Gronfor TELEPHONE NUMBER: (651) 266-5544 FAX NUMBER: INTERNET E-MAIL ADDRESS: carol.gronfor@ci.stpaul.mn.us																													
ADDRESS (give street address, city, state, zip code and county): 15 Kellogg Blvd W 390 City Hall Saint Paul MN 55102 - 1606 County: Ramsey																															
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 416005521		7. TYPE OF APPLICANT: 7a. Local Government - Municipal 7b.																													
8. TYPE OF APPLICATION (Check appropriate box). <input checked="" type="checkbox"/> NEW <input type="checkbox"/> NEW/PREVIOUS GRANTEE <input type="checkbox"/> CONTINUATION <input type="checkbox"/> AMENDMENT If Amendment, enter appropriate letter(s) in box(es): <input type="text"/> <input type="text"/> A. AUGMENTATION B. BUDGET REVISION C. NO COST EXTENSION D. OTHER (specify below):		9. NAME OF FEDERAL AGENCY: Corporation for National and Community Service																													
10a. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 94.006 10b. TITLE: AmeriCorps State		11.a. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Law Enforcement Career Path Academy																													
12. AREAS AFFECTED BY PROJECT (List Cities, Counties, States, etc): The LECPA program will serve the City of Saint Paul. Saint Paul is located in Ramsey County, Minnesota. Saint Paul is one of two inner core cities that		11.b. CNCS PROGRAM INITIATIVE (IF ANY):																													
13. PROPOSED PROJECT: START DATE: 09/01/17 END DATE: 08/30/18		14. CONGRESSIONAL DISTRICT OF: a.Applicant <input type="text"/> MN 04 b.Program <input type="text"/> MN 04																													
15. ESTIMATED FUNDING: Year #: <input type="text"/> 1		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? <input type="checkbox"/> YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE: <input checked="" type="checkbox"/> NO. PROGRAM IS NOT COVERED BY E.O. 12372																													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">a. FEDERAL</td> <td style="width: 10%;"></td> <td style="width: 10%;">\$</td> <td style="width: 60%;">276,600.00</td> </tr> <tr> <td>b. APPLICANT</td> <td></td> <td>\$</td> <td>187,300.00</td> </tr> <tr> <td>c. STATE</td> <td></td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>d. LOCAL</td> <td></td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>e. OTHER</td> <td></td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>f. PROGRAM INCOME</td> <td></td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>g. TOTAL</td> <td></td> <td>\$</td> <td>463,900.00</td> </tr> </table>		a. FEDERAL		\$	276,600.00	b. APPLICANT		\$	187,300.00	c. STATE		\$	0.00	d. LOCAL		\$	0.00	e. OTHER		\$	0.00	f. PROGRAM INCOME		\$	0.00	g. TOTAL		\$	463,900.00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> YES if "Yes," attach an explanation. <input checked="" type="checkbox"/> NO	
a. FEDERAL		\$	276,600.00																												
b. APPLICANT		\$	187,300.00																												
c. STATE		\$	0.00																												
d. LOCAL		\$	0.00																												
e. OTHER		\$	0.00																												
f. PROGRAM INCOME		\$	0.00																												
g. TOTAL		\$	463,900.00																												
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.																															
a. TYPED NAME OF AUTHORIZED REPRESENTATIVE: Carol Gronfor		b. TITLE:																													
		c. TELEPHONE NUMBER: (651) 266-5544																													
d. SIGNATURE OF AUTHORIZED REPRESENTATIVE:		e. DATE SIGNED: 06/14/17																													

Narratives

Executive Summary

The Saint Paul Police Department (SPPD) proposes to have 20 AmeriCorps annually conduct a series of engagement, trust building, and knowledge sharing activities to strengthen police and community relations within racially diverse and challenged neighborhoods. At the end of the first program year, the AmeriCorps members will be responsible for making 20,000 connections in the community and hosting multiple community education campaigns designed to increase understanding of American legal systems and improve trust in local law enforcement. In addition, the AmeriCorps members will leverage an additional 50 volunteers, who will be engaged in expanding access to engagement activities through Police Athletic League events and assisting with education campaigns within their own communities.

This program will address the CNCS focus on Safer Communities. The CNCS investment of \$276,600 will be matched with \$130,880 in local and state funding, and \$56,420 in private funding.

Rationale and Approach/Program Design

1.NEED

SPPD requests support of the Law Enforcement Career Path Academy (LECPA) to address one of the most pressing social issues facing local law enforcement in Minnesota, police and community relations. Mistrust of law enforcement is prevalent, which has resulted in threats to public safety in the region. The tragic police shooting of an African American citizen in a Minnesota suburban jurisdiction in 2016 led to large scale civil unrest in the capital city of Saint Paul. Protestors shut down city streets for weeks. The incident thrust SPPD into the national spotlight. As one of the largest law enforcement agencies in the state, the incident has magnified SPPD's role in ensuring trust in law enforcement within communities of color across the region. Yet, solving the current problems of police and community relations requires acknowledging the complexity of the situation. It is critical that any continued intervention designed to address improved trust in law enforcement in Saint Paul addresses the multiple stresses and conditions officers are operating under.

Protests in Saint Paul are indicative of deep tensions nationally. A 2016 national survey conducted by the Pew Research Center revealed that 79% of African Americans believe fatal incidents involving police signal a larger problem between police and the community, and just 35% of African Americans believe that racial groups are treated equally by police. Local research surveying Saint Paul resident's level of community trust in police is not available. However, at the request of several advocacy groups,

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including the NAACP, and ACLU, SPPD is working to advance procedural justice at our agency by reshaping policies and procedures with review by a community council.

With recent increases in immigration enforcement, there is growing mistrust of law enforcement within New American communities of color. For example, a full 50% of Latinos believe their situation in the U.S. is worse now than it was. (Pew research; 2014). As an extremely diverse city representing a global community, this mistrust reflects locally as reduced calls for service and hinders effective policing by limiting partnerships to solve crime. The racial and ethnic makeup of Saint Paul is changing rapidly with the recent arrival of immigrants and refugees. As defined by the U.S. Census currently 40% of Saint Paul residents are representative of communities of color, compared to 19% in 1990 (Wilder Research; July 2004). This trend is projected to continue with 78% of the public schools student body representative of communities of color. Cultural and language barriers between officers and residents are compounding already existing issues of trust; and SPPD seeks to improve the capacity to communicate with its constituents across 70 languages and countries of origin.

A widely recognized strategy for increasing community trust is making law enforcement more representative of the community served. Data documenting the demographic makeup of Minnesota's law enforcement is limited, as the state's Peace Officers Standards and Training (POST) board does not track by racial demographics. However, a local leader in law enforcement, Dr. Booker Hodges, places estimates at 400 officers of color in Minnesota, officers of color comprise less than 4% the state's force. An additional 1,585 officers of color would be needed to reflect the community served.

2. INTERVENTION

LECPA aims to improve trust in law enforcement and strengthen police-community relations.

AmeriCorps members will help rapidly expand a modified Community Policing (CP) intervention that was developed by SPPD and is documenting notable success. This proposed intervention addresses the AmeriCorps' focus area: Safer community, mitigating civil unrest and partnerships between police and communities. SPPD will build trust in police legitimacy by utilizing the cultural and linguistic skills of the newly trained AmeriCorps members to offer outreach in the community. This includes assisting with organizing engagement events for city residents, designing and hosting education campaigns and knowledge sharing around the American legal system or crime issues, and assisting agency leadership in fostering community partnerships.

These activities are widely recognized as core components of effective Community Policing, with a large and significant body of research documenting effectiveness of the intervention. In 2015, a task

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force was formed by the Whitehouse to synthesis CP best practices into a list of recommendations. This resulted in the publication: President's Task Force on 21st Century Community Policing (2015) which outlines steps that that can be taken by agencies to strengthen build trust and legitimacy in the community. LECPA advances several core strategies outlined in this manual:

- o Restoring and building public trust by hosting positive youth engagement activities in targeted neighborhood that have high rates of investigative and enforcement involvement.
- o Building a workforce that reflects the broad range of diversity within Saint Paul through training and innovative recruitment strategies.
- o Working with residents to identify problems, and collaborate on solutions.
- o Host forums and community meetings where the community can interact with police.

INTERVENTION ALIGNMENT WITH COMMUNITY NEED: LECPA expands on traditional CP strategies which are typically defined by geographic hot spots and statistical crime data analysis to conduct outreach strategies designed specifically to meet the needs of unique cultural or ethnic communities. This allows SPPD to advance the CP model to identify deep seeded social threats that may impact quality of life or community safety within racially diverse communities.

SPPD has experienced significant success designing culturally based response within the African Muslim community. The Twin Cities is home to the largest Somali population in the U.S. SPPD adapted CP strategies to include culturally specific outreach to increase an understanding of U.S. criminal justice system, and increase the involvement of citizens working in partnership with the police to improve public safety. As documented by an independent research group, Wilder research, SPPD engagement strategies resulted in a 63% reduction in domestic violence and a 25% reduction in crime within the Somali community (explained further under Evidence Based Intervention). LECPA will expand on this success, and conduct outreach to address needs within other communities.

Examples of the need for highly customized partnerships to address public safety concerns include:

- o African American Community: The community has experienced a disproportionate number of shootings. The city homicide victim rate is double the rate of 2011, and is continuing to climb with a 75% increase to weapons discharge calls since the start of 2017 alone. The increase in violence is caused in part by a spike in gang activity, with street gangs from Chicago migrating to Saint Paul. Grassroots advocacy groups are organizing to tackle the challenge.
- o Southeast Asian Community: Minnesota has experienced a rapid growth of refugees and immigrant communities, with SEA representing 15% of the city population. Extreme isolation can be caused by language barriers. This has led to predatory behaviors within the community, with perpetrators

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targeting members who may not understand or be able to navigate the American legal system. The most serious being the prevalence of Abusive International Marriages, a practice where girls as young as fourteen are sold into domestic servitude. Ideally, any intervention by law enforcement will include education about U.S. legal systems with prevention as first step.

3. THEORY OF CHANGE

The theory of change for Community Policing outlines a framework of systematic use of community partnerships and problem-solving techniques to proactively address conditions that lead to public safety issues such as crime, social disorder, and fear of crime. The foundation of successful CP interventions is to build trust and legitimacy in law enforcement through advanced partnerships with the community. (U.S. Department of Justice; Community Policing Defined; 2014).

SPPD's proposed intervention expands on the CP theory of change through training and engagement strategies specifically designed to meet the unique needs of diverse communities facing historical trauma and marginalization from their government and law enforcement. LECPA will advance the trust and legitimacy of local police by making city government more representative of the community served; and engage community members in partnerships that will increase understanding of legal structures guiding law enforcement. The assumption is the approach will simultaneously reduce marginalization and ideological threats of violence and civil unrest within the community; while also increasing the cultural and linguistic skills of SPPD's officers and the overall impact of CP efforts.

ROLES OF AMERICORPS MEMBERS: SPPD will recruit 20 AmeriCorps members annually from diverse and low income communities. The members will allow SPPD to host engagement activities resulting in over 20,000 direct contacts in the community, and multiple educational campaigns.

Program activities are organized around two primary objectives:

1. **Increase the Diversity of Officers:** Through a partnership with Century College, members will complete close to 300 hours of coursework applicable toward a two-year degree in law enforcement. SPPD aims to hire AmeriCorps members as officers upon their successful completion of required degree and obtainment of a state certification as a peace officer. The integrated law enforcement training is foundational to the program design, providing the opportunity to apply principles learned in the classroom to experience in the field. This provides AmeriCorps members skills to interact with diverse communities, increasing the members' potential future success when they become a law enforcement officer. As far as SPPD is aware, this model of offering work experience specific to community engagement has not previously been practiced in Minnesota.

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2. Increase Community Trust: Members will be mentored by SPPD officers as they implement a series of non-enforcement engagement activities:

- o Trust Building: Creating opportunities for residents to engage in positive experiences with police.

Relationships established in trust building serve as venues for knowledge sharing.

- Police Athletic Leagues (PAL): will help expand an existing PAL to reach 5,000 thousand city youth.

Events will be coordinated with city Parks and Recreation.

- Partnerships with local rec centers to host 120 events in diverse communities. Examples include providing traffic and pedestrian safety at a basketball tournament within a high crime grid, or the hosting of open gym nights within affordable housing communities.

- Presence, engagement, and topical information sharing at 30 large scale events with attendance between 5,000 and 200,000. Community events of this size take place across the City. Members will host information booths, assist with event management and distribute information.

- o Critical Knowledge Sharing: The initial trust building provides the foundation for SPPD to tackle more difficult issues, and opens a door to begin a conversation. From these events, members will progress to helping design and implement educational campaigns relevant to their community:

- Junior Academies: SPPD offers week long exploration camps. The academies provide a basic overview of the role of a law enforcement officer and a preview of careers in law enforcement.

- Community leaders will be identified by SPPD's community engagement specialists to serve on volunteer advisory committees. These leaders will help with outreach in the community, identify and help develop education topics , and participate in advanced training (peer educator).

- Cultural circles led by recognized community leaders will be formed. AmeriCorps members will coordinate the meetings, including advertising the events, RSVP management, room set up, and serving as translators and cultural liaisons for law-enforcement officers.

- Education campaigns: Once safety issues or community topics have been identified, AmeriCorps members will work under the direction of law enforcement officers and legal experts to develop videos, informational flyers and brochures, and blog postings. Members will translate the media into multiple languages. Distribution of materials will be done through one on one contacts at community events (described above), as well as through social media, radio shows, and local newspapers.

TARGET POPULATION: Activities will target diverse and low income residents in challenged neighborhoods. Locations of activities will be identified through geographic targets identified as "hot spots" based on community crime reports. Further, outreach strategies will be designed engage the four largest cultural/ racial communities in Saint Paul including African American, African

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Immigrant Community, Latino, and Southeast Asian. Consequently, the program will primarily reach urban communities of disadvantaged youth, and immigrants and refugees.

Similar to other major cities, Saint Paul is highly segregated by race and opportunity. The Twin Cities is one of the wealthiest areas in the nation; yet stark income and racial disparities exist with poverty and crime concentrated in the inner core. Saint Paul is one of two inner core cities that comprise the Twin Cities. The Twin Cities is home to 3.5 million residents, notably representing 64% of the Minnesota's entire population. (US Census Bureau; 2015). Minnesota has the highest high school dropout rate for students of color in the nation (Minnesota Public Radio;2015). This has resulted in high unemployment and exaggerated rates of homelessness in Saint Paul.

The inability to meet basic needs through the mainstream economy has created a cycle of illicit activity. Dispatch calls and incident reporting is analyzed, with data presented on a grid so that hot spots can be identified. The highest crime grids in Saint Paul are primarily located in the Frogtown neighborhood, and the Eastside. According to recent data, approximately 33% Eastside and Frogtown residents lives at or below the federal poverty level, compared to 11.9% overall for Minnesota. The unemployment rate is five times higher than the state average.

ROLES OF VOLUNTEERS: The LECPA will recruit a minimum of 50 volunteer officers resulting in leverage of 3000 hours of volunteer time. A key format for the program is partnering with non-profits, schools, local businesses, and sports teams to identify volunteers to offer skills training in a variety of sports. Examples of 2016 events include baseball skills camps hosted in partnership with the Minnesota Twins. Leaders from cultural communities will be recruited to sit in advisory committees and attend advanced topic based training to help define educational goals. Additionally, SPPD will pull on partnership networks with city resident councils, dozens of social service and youth providers to engage with the community. Of note, the largest partner is the volunteer officers from SPPD, with retired or current officers volunteering thousands of hours of time to host sessions.

RATIONALE FOR OUTCOME TARGETS: By the end of the first grant year, SPPD aims to document a series of outcomes and measure the level of trust expressed by the community.

- o SPPD will track participation in police sponsored activities as a measure of increased engagement.

- o A community survey will be conducted within target communities. From this survey, SPPD anticipates a 5% increase in stated community trust. This survey will be modeled after a survey successfully conducted in a CP program in Chicago (Chicago Community Policing Evaluation Consortium; Community Policing in Chicago; 2004). Further, pre and post survey's will be conducted for residents who attend direct education sessions. SPPD anticipates 80% will express an

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increased understanding of the role of law enforcement officers.

o SPPD believes that mistrust is leading to underreporting of crime within key communities.

Therefore, our program recognizes an important indicator of improved trust will be increased quality of life calls submitted to the police. SPPD has a research and evaluation team and crime analysts collate calls for service against crime data that is currently collected by city grid system to try and compare program data against city wide trends.

o As one of the goals of the project is to increase diversity of law enforcement, SPPD will track educational attainment, certification obtainment, and employment placement of members. Post-secondary and social service partners have allowed for information sharing and course attendance, and the completion of education and career plans will be monitored for AmeriCorps members through the use of a statewide work force development data base, WorkForce One.

MEMBERS' CONTRIBUTIONS: AmeriCorps members will allow SPPD to triple our PAL program participation, host 120 recreational events for low income communities, and expand customized community education and partnerships to reach at least 3 new target populations. As described earlier, SPPD is currently conducting customized outreach with in the East and West African immigrant community. Education campaigns and community forums addressing specific community needs will be expanded to the African American, Latino and Southeast Asian community.

4. EVIDENCE BASED

SPPD is identifying as a "pre-preliminary evidence" tier. SPPD has documented success implementing a modified version of LECPA within the African Immigrant community. Data collection on the program includes tracking of activities and services, and participation in the intervention. A logic model was developed allowing SPPD to link activities to relevant components of the model.

DESCRIBE THE EVIDENCE: A process evaluation for the intervention was designed and conducted by an independent research group, Wilder Research. Details about the study include.

- Date: October, 2008.

- Relevance to proposed intervention: The goal was to increase the quality of life for Saint Paul Muslim community through culturally specific crime prevention, and greater citizen participation in promoting public safety. Through community forums and listening sessions the community identified domestic abuse as a key issue to be addressed. Key activities were defined and tracked through a logic model, including advisory committees, cultural circles, community outreach and education campaigns, peer education training for Muslim leaders, and topic based education on key safety issue.

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- Target population: The project served the Saint Paul Muslim community.
- Study methodology: A combination of a process and an outcome evaluation, beginning with goal setting and the formation of a logic model, and identified measurement targets.
- Data collection methods: Process evaluation tools included event tracking forms, a pre-posttest for trainings, and key informant interviews. An outcome evaluation utilized a community survey, focus groups, and uniform crime data analysis with indicators of short and long term success defined. Crime data was analyzed over a 23 month period, and compared to city wide data.
- Outcomes or impacts: The study revealed a 63% reduction on reported domestic violence incidents, and a 25% reduction on reported violent crime. 100% of community members who participated in training stated that they learned something, with 63% stating they learned a great deal.
- Strength of the findings: In-depth measurement tools are recommended for measuring trust and accountability in the community and future evaluation will define a matrix for focus groups.

BODY OF EVIDENCE: LECPA aligns to best practices for increasing trust and legitimacy outlined in the President's Task Force on 21st Century Community Policing (2015). As a widely recognized best practice, there is a large body of research documenting effectiveness. Research referenced includes:

- Office of Community Oriented Policing Services; U.S. Department of Justice; Community Policing Defined; 2014.
- Chandra, Anita and Subhas, Nital; Baltimore City Police Athletic League Assessment Study; John Hopkins Bloomberg School of Public Health
- Weine; Stevan, M.D.; The Role of Community Policing in Countering Violent Extremism; National Consortium for the Study of Terrorisms and Responses to Terrorism; 2015

5. NOTICE PRIORITY

SPPD's proposal aligns with the CNCS targeted priority: Safer Communities. SPPD will utilize Community Policing strategies to build stronger partnerships in the community to address both crime prevention and civil unrest. LECPA's performance measures are focused on improved community trust and improved understanding in the community. As a foundation to community building partnerships, community leaders will be identified by SPPD's community engagement specialists to serve on volunteer advisory committees. These leaders will help with outreach in the community and identification of education topics to engage partnerships within the broader community.

6. MEMBER TRAINING

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QUALITY TRAINING: As described earlier, training for AmeriCorps members is a significant portion of this project. Through a grant from the Minnesota Department of Employment and Economic Development (DEED), SPPD has subcontracted training expertise for the recruitment and initial training of potential AmeriCorps members through a local 2 year community college, Century College. This will ensure members have the base level of skills necessary to perform service.

- Century College will offer an eight week orientation course required as completion before enrollment as an AmeriCorps member. This is three part training that includes a certificate in mental health first aid, life skills, and a course in community policing. Successful completion results students earning 5 college credits applicable towards an A.S. degree in Law Enforcement.

- Minnesota requires a minimum of a two year degree and defined skills training to become a certified Peace Officer. AmeriCorps members will be assisted in enrolling in an accelerated degree program at Century College preparing the students to attempt the state's POST board licensing exam.

- Century College created a cohort model for their two year degree program concentrating the course work over two days a week, allowing members to use the balance of the week and summer school breaks to meet the minimum 1700 hour service requirements while also pursuing a degree.

SPPD has contracted with a social service provider to provide career navigation. They will provide support for the creation of career plans, oversee job placement for members upon completion of year of service, and provide basic needs resources.

MEMBERS AND VOLUNTEERS ADHERE TO AMERICORPS REQUIREMENTS: To ensure compliance with rules, regulations, and prohibited activities members will attend an orientation the first week of service that includes a presentation on regulations and a handbook provided for reference. Individual members will also sign an acknowledgement that they received the training, and will be informed that non-compliance can affect service status. Supervisors are responsible for monitoring AmeriCorps members' work and assigning work that does not conflict with prohibited activities. More involved volunteers and SPPD officers (for example, lead mentors in the PAL program) will receive the same compliance training as AmeriCorps members. Volunteers and SPPD officers with limited contact likely through large community events are provided a brief overview of program restrictions at the start of events. Community leaders will receive extensive training on rules and regulations governing law enforcement practices.

7. MEMBER SUPERVISION.

MEMBER GUIDANCE: The initial orientation of members will include supervisory review of their

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roles and responsibilities and protocols for the agency. This initial training will be reinforced through mentoring, a minimum of bi-weekly individual meetings and regular feedback. Members will be paired at all times while they are providing service in the community, with supervisors either present or checking in at least one time during a shift. As members will also become representatives of law enforcement, extensive supervision and oversight will be provided. Direct service activities will have at least one law enforcement officer present whenever feasible. Members will be provided detailed protocols for escalating concerns and will be provided necessary equipment for communicating in emergency situations. At the same time, AmeriCorps will receive guidance on activities they are restricted to only certified Peace officers in Minnesota, to ensure they are not placed in undue harm. SPPD will maintain a 1:20 staffing ratio, with supervision of members provided by community engagement specialists. This supervision will be supplemented by a sergeant overseeing the specialists. The sergeant is dedicated .5 FTE to the project focused on recruitment of members, coordinating the training partnership with Century College. Lead patrol officers will be identified to serve as mentors or resources while AmeriCorps members are out in the community.

SUPERVISORS TRAINING: Supervisors will attend State and National financial and programmatic trainings hosted by CNCS or State Commission. Funding is included in the budget for two staff to attend training. Further, Saint Paul operates a VISTA program, and the director of the program has extensive experience managing a variety of CNCS programs. This staff has provided mentoring to the SPPD core team, and is committed to continuing as SPPD launches a new program. At the start of the award a grant monitoring guide will be created with a checklist of documentation and record keeping processes required. An initial kick off meeting will be hosted with managers to review the grant requirements, training on record keeping (time cards, activity tracking), and an action plan for addressing the rules and regulations governing the program.

8. MEMBER EXPERIENCE

SKILLS AND EXPERIENCE: LECPA provides AmeriCorps members hard skills training in a high demand field. Labor marketing information posted by Minnesota Department of Employment and Economic Development lists Police and Sheriff's Patrol Officers as an occupation in demand in the Twin Cities. There are a projected 1580 openings for patrol officers in the 7-county metro area alone. Contributing to the demand for trained law enforcement professionals are thousands of more openings are projected for closely related fields. Becoming a police officer is a pathway out of poverty. The median income for the 7 County metro is at \$69,950 for patrol officers.

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MEANINGFUL EXPERIENCE: The LECPA program provides members not only the opportunity to provide active service, but also prepares them to become leaders in efforts to tackle issues of safety within their own communities. This begins with in-depth training for members, ensuring they have skills necessary to effect change. As important the members will receive ongoing mentoring and coaching from experienced officers while they build and implement education campaigns and engagement activities. The eventual aim is that AmeriCorps members are prepared to have a lifelong career in service as Peace Officers.

CONNECTION TO THE NATIONAL SERVICE NETWORK: SPPD will work closely with the local state commission, ServeMinnesota, to identify resources for training and networking with other AmeriCorps members. These trainings will be worked into activity calendars, and become mandatory whenever feasible. SPPD will also provide transportation to these trainings to ensure adequate time and resources are provided to members to attend. The LECPA program includes a service-learning requirement. Members will be requested to assess and reflect on their service experience in writing as part of required course work. If the opportunity is available through the network, a story board or PowerPoint on the project will be developed for presentation.

RECRUITMENT: To address years of misunderstanding between law enforcement and the community that may deter some individuals from enrolling, SPPD will conduct an extensive recruitment campaign. The project will target recruitment for young adults, age 18-24, from Saint Paul communities of color. Modeling the service target areas, recruitment efforts will focus on low-income neighborhoods. As a result of targeted outreach efforts, SPPD anticipates enrollment will be 85% or more people of color, who are underemployed or unemployed, and low-income residents. This will include New Americans as well as disadvantaged/opportunity youth.

SPPD has signed commitments from 4 culturally based professional Peace Officers organizations to help identify candidates. Marketing materials and flyers will be widely distributed through social media, press releases and other venues. This outreach will be augmented within communities of color through conversations with community leaders and elders. As a result, 200 young adults will attend orientation sessions, with 40 becoming candidates for training.

9. COMMITMENT TO AMERICORPS IDENTIFICATION

Members will be made aware that they are AmeriCorps members. This will begin with clear labeling of the program through the recruitment, and application process. Their job titles will reflect their role, and orientation to the job will clearly define that they are AmeriCorps members. SPPD will use co-

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branding to ensure the community at large will know that they are AmeriCorps members. Members will receive a full uniform that must be worn at all times during participation in the program, including full winter and summer gear (pants, hats, jackets, shirts). The uniform will include a customized polo for the project that will include both SPPD's logo and the AmeriCorps program logo. Educational materials developed by AmeriCorps members will include SPPD and AmeriCorps logo. A website for the project will be created, with the AmeriCorps logo displayed on the landing page.

Organizational Capability

1. **BACKGROUND:** SPPD operates as a division of the City of Saint Paul, a unit of local government. Saint Paul serves as a business and cultural hub for the east metro. As a result, SPPD serves as a regional leader in law enforcement, and is the second largest law enforcement agency in Minnesota. The agency has 800 total employees, three patrol districts and several special units and tasks forces that serve as resources for the entire metropolitan areas. With highly experienced investigators, our officers are asked to serve as trainers and technical assistant providers across the state and nation. SPPD's professional development institute frequently serves more than 30 law enforcement agencies across the state; creating the potential for the LECPA project to become an asset for more than just the city. If the model is successful, SPPD is positioned to replicate the project by providing training and technical assistance on the model; creating a regional resource.

MANAGEMENT STRUCTURE: Over the last two years, the SPPD has worked to implement a series of initiatives to advance trust and community relations. This work has included recently completing implicit bias training for 100% of officers, and increasing the diversity of recruits in our academies. The newly appointed Chief Todd Axtell recently announced SPPD's continued commitment to this effort with a stated goal to diversify the department's workforce by at least 10%.

AmeriCorps members will help SPPD expand the efforts of a dedicated community engagement unit. SPPD Community Policing efforts have resulted in numerous awards and recognitions. Through our work within the West African Somali community, SPPD was recognized by the International Association of the Chiefs of Police as the 2016 recipient of the Booz Allan Outstanding Achievement in the Prevention of Terrorism Award. Further a blue print that outlines a framework for addressing domestic violence calls in coordination with advocacy groups has resulted in a 50% reduction in police calls for domestic violence across the city. The project has been so successful SPPD receives calls from police departments around the world, asking for guidance in setting up similar plans.

STAFFING: SPPD's community engagement unit is overseen by Senior Commander John Lozoya, a 25-year veteran in law enforcement. John is a highly regarded community leader, with a life time

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commitment to service both as a law enforcement officer and as an active community member. Over the years John has traveled statewide offering education on the legal system for the immigrant and refugee community. Further, John sits on numerous community boards and advisory committees, including acting as a founding member of the Minnesota Chapter of the Latino Police Officers Association, and a board member for the public school Academia Cezar Chavez. As described earlier, supervision of members will be provided by community engagement specialists and will be supplemented by a sergeant.

2. COMPLIANCE AND ACCOUNTABILITY:

SPPD employs a full time grant specialist. At the start of any award, this staff creates a grant monitoring guide with a checklist of documentation and record keeping processes required for acceptance of the award. An initial kick off meeting is hosted with key departments like Finance, Human Resources, Commander, and managers to review the grant requirements and rules and regulations. The grant specialist ensures that data systems are updated or created for activity tracking with the Grant specialist submitting funder required reports. The Grant specialist is highly experienced in grant management with over fifteen years of experience managing government and private grants. The SPPD has an annual operating budget of \$85 million. The oversight of financial grant reporting is overseen by Chief Financial Officer, Wendy Trebesch. Ms. Trebesch has worked with SPPD for six years and has over 30 years of experience in fund accounting. Before accepting her role at SPPD, Ms. Trebesch worked in the highly regulated health industry, managing federal grants and Medicare/Medicaid billing. Saint Paul undergoes audits of all accounting practices, conducted by the state, which meets circular A-133 standards.

PREVENT AND DETECT COMPLIANCE ISSUES: Quarterly check-ins will be conducted with the Grants Specialists, Senior Commander and the Sergeant who is managing the project. If there is any risk of non-compliance issues, the Senior Commander has full authority to address these concerns with his personnel. Member activity logs will be maintained and verified bi-weekly with their assigned supervisor Community Engagement Specialist.

As described earlier in this proposal, the initial orientation of new members includes supervisory review of their roles and responsibilities and protocols for the agency. This review includes rules, regulations, and prohibited activities for AmeriCorps members. A handbook of rules and prohibited activities will be provided for reference, and members will be informed that non-compliance can affect service status. Supervisors are responsible for monitoring AmeriCorps members' work and assigning

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work that does not conflict with prohibited activities. If non-compliance issues are identified, a resolution will be defined by the Senior Commander. The incident will be documented in a supervisory file for the member, with consequences for repeat offences clearly defined.

HOLD SUB GRANTEES ACCOUNTABLE: This is not applicable. LECPA will be a single site program, with all members overseen by SPPD program leaders and managers.

Cost Effectiveness and Budget Adequacy

SPPD proposed budget is sufficient to carry out the program model. The required match will be met and exceeded through a combination of private funds, city funded project personnel and a state grant. The proposed cash match is \$187,300. To date, \$177,300 of these funds has been secured. The remaining \$10,000 is projected to be funded by state grant. Proposed program expenses follows:

Personnel and Fringe: The Mayor recently approved the hiring of four community engagement specialists. These specialists will oversee and monitor AmeriCorps members as they conduct outreach, and education campaigns. Approximately 25% of each specialist time will be dedicated to supervision, for a total of 1 FTE contributing to this project. These positions will be supported by a Sergeant (not reflected in the cash match) responsible for recruitment and partnership management.

Travel: funds have been dedicated to travel costs for two staff to attend one CNCS-Sponsored meeting annually. This will be covered through private grant funds from the Otto Bremer Foundation.

Supplies: \$10,000 has been allocated for member uniforms from a state grant. Uniforms include jackets, pants, shirts and items like equipment belts. The shirt will include SPPD and AmeriCorps logo. \$10,500 has been set aside for general supplies through city funds and will cover the cost of shared computer stations for designing educational materials, and items like flash lights, and display tables.

Contractual: An external vendor will process payroll, paid for with city cash match.

Member Training: SPPD has a training grant from DEED (not reflected as a cash match). AmeriCorps members will be recruited from young adults who successfully complete initial skills training. The grant covers to the costs of college level course work offering introductory skills for up to 40 students.

Evaluation: SPPD research and evaluation unit will provide crime analysts to design customized analysis of crime reports for this project not reflected in the cash match.

Member costs: CNCS grant funds will be directed towards the member living stipends and covers the full costs of offering the required annual stipend of \$12,630 for each member. The remaining CNCS funds will cover a portion of the costs of the member's FICA. Health Care costs of members will be covered through state funds and private grants. SPPD aims to supplement the minimum required living stipend. However, this is contingent upon securing of private funds with applications pending.

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Evaluation Summary or Plan

Not applicable as SPPD is requesting support as a first time grantee.

Amendment Justification

Not applicable as SPPD is requesting support as a first time grantee.

Clarification Summary

QUESTION: CCR - THE CCR REGISTRATION IS SCHEDULED TO EXPIRE 08/05/17.

The City of Saint Paul has noted the CCR expiration date and will ensure registration is updated before 08/05/2017 to remain current and active in the system.

QUESTION: AS OF 5/26/17, APPLICANT HAS NOT SUBMITTED A COPY OF THE CURRENT SINGLE AUDIT TO THE AUDIT CLEARINGHOUSE. NO AWARDS WILL BE PROCESSED UNTIL A CURRENT SINGLE AUDIT HAS BEEN SUBMITTED TO THE CNCS GRANTS OFFICER.

PLEASE CONFIRM IF FUNDS WERE EXPENDED OVER \$750,000.

The City of St. Paul's fiscal year runs from January through December. The most recently completed audit available is for the fiscal year ending December 31, 2015 and is available on the Audit Clearinghouse. Once the 2016 audit has been completed by the State of Minnesota, it will be uploaded to the Audit Clearinghouse. A copy of the most recent audit has been emailed to the ServeMinnesota grants officer.

The City of Saint Paul does expend more than \$750,000 in federal funds annually; therefore the State of Minnesota conducts a single audit for the City. Audit procedures and reports are presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

QUESTION: SECTION E. SUPPLIES. PLEASE IDENTIFY ITEMS TO BE PURCHASED UNDER GENERAL SUPPLIES.

\$10,000 has been allocated for member uniforms and will be funded through a state grant. Uniforms include jackets, pants, shirts and items like equipment belts. The shirt will include SPPD and AmeriCorps logo.

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\$10,500 has been set aside for general supplies through city funds and will cover the cost of shared computer stations for designing educational materials, and shared item used during outreach and training. General items include flash lights, display tables, storage bins, pens, printing of flyers. Outreach giveaway materials for the public (like stickers, candy) will be funded through a separate budget and is not reflected in the cash match.

QUESTION: SOURCE OF FUNDS. PLEASE INDICATE IF THE MATCH IS SECURED OR PROPOSED.

\$177,300 of the \$187,300 proposed cash match is secured, leaving \$10,000 remaining as proposed. The amount of secured funds exceeds the 25% cash match requirement.

The \$10,000 of remaining funds is projected to come through a grant program run by the state commission, ServeMinnesota. ServeMinnesota provides state funds to their grantees based on both the level of legislative appropriations and the number of AmeriCorps members at a site.

QUESTION: PLEASE PROVIDE ADDITIONAL DETAILS REGARDING HOW THE PROGRAM WILL ENSURE THE ACTIVITIES WILL PREVENT AND DETECT MEMBERS AND STAFF FROM ENGAGING IN PROHIBITED ACTIVITIES (45 CFR § 2520.65) RELATED TO ADVOCACY.

At the start of service, members will receive an initial orientation training on prohibited activities, including restrictions on their participation in prophesizing, political activity and advocacy while serving as a member. Further, supervisors will remind members of prohibited activities at least quarterly during team meetings and trainings.

As uniformed representative of the City of Saint Paul, members will be trained and required to remove any religious, political badges or buttons to maintain a symbol of neutral government authority in the public eye. Further, since the use of public property in the promotion of religious or political purposes is prohibited, the display of religious and political items in the workplace will not be allowed. Members will be prohibited is the use of City e-mail, voice mail, cell phones, or other City equipment for prophesizing and political purposes. Further, no person in the service of the city can use his or her official authority to influence or coerce the political action of any person or body or to interfere with any nomination or election to any public office, or during his or her hours of duty engage in any political activities.

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The personal use of social media by members will also be monitored with supervisors reviewing pages monthly. Should a member identify themselves as AmeriCorps members and in service to the City of Saint Paul through personal pages on social media, then restrictions to prophesizing, political promotion and advocacy apply as if the member were on duty.

AmeriCorps members must adhere to both city policy and AmeriCorps prohibited activities. Should a supervisor identify members are participating in prohibited activities while in service or while personally identifying as an AmeriCorps members, city policy will be followed. The process includes supervisors providing a verbal warning as first step, progressing to written warning if the behavior continues, and the third step is the filing of a formal complaint and request for investigation with the City HR offices and termination if found valid.

2. EXPLAIN HOW THE APPLICANT WILL HOLD THE SUPERVISORS ACCOUNTABLE IF INSTANCES OF RISK OR NON-COMPLIANCE ARE IDENTIFIED.

The City of Saint Paul's employee conduct manual states that an employee who is responsible for the supervision and management of other City employees, must take specific actions when they believe policies have been violated.

Should a supervisor not follow disciplinary actions when they are aware of misconduct, their lack of action will be also be considered misconduct. In line with city policy, the supervisor would then receive a verbal warning from their Commander as first step, progressing to written warning if the behavior continues, and the third step is the filing of a formal complaint and request for investigation with the City HR offices and termination if found valid.

QUESTION 3. THE PROGRAM'S PROPOSED NARRATIVE AND BUDGET INCLUDES CORE STAFF MEMBERS AT 25% USAGE. PLEASE EXPLAIN HOW THIS PROPOSED LEVEL OF STAFFING IS SUFFICIENT TO MANAGE ALL ASPECTS OF THE PROGRAM AND PROVIDE APPROPRIATE SUPPORT AND OVERSIGHT TO MEMBERS. IF THE PROPOSED STAFFING LEVEL IS NOT SUFFICIENT TO ACCOMPLISH THESE ROLES, PLEASE ADJUST YOUR BUDGET TO INCREASE THE NUMBER OF STAFF AND/OR PERCENTAGE OF TIME DEVOTED TO THE PROJECT. THE REVISED BUDGET MAY NOT EXCEED THE LEVEL OF FUNDING FOR

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WHICH THE PROGRAM IS CURRENTLY UNDER CONSIDERATION.

The LECPA program falls under SPPD's newly formed Community Engagement unit overseen by Commander John Lozoya. The proposal budget included 1 FTE of direct supervision (25% x four Community Engagement Specialist) being documented as a cash match. However the narrative included additional staff dedicated to program management and oversight. Further, LECPA members will be expanding and augmenting existing programs in SPPD's community engagement unit that already have their own leadership structures. Therefore member activities will receive management and oversight through both dedicated supervisory staff as well as program staff not reflected in the budget.

Direct Supervision: Community Engagement specialists are dedicated full time to SPPD's community engagement unit organizing and developing community forums and engagement opportunities.

However, the cash match recognizes only the 25% of their time specifically dedicated to supervisory activities of AmeriCorps members. The 25% time equates to approximately two hours each week for each member for the following activities:

- o Scheduling and coordination of member assignments
- o Review and approval of timecards
- o Bi-weekly individual check-ins
- o Regularly scheduled onsite monitoring and review of member activities
- o Monitoring of social media campaigns and activities

Program Coordination/Management: Sergeant Pam Barragan manages the LECPA program and is dedicated to the project at .5FTE. Sergeant Barragan conducts the recruitment of AmeriCorps members and manages both the application and interview/selection process for the program. This includes developing program policies and procedures and conducting initial orientation trainings. Further, the Sergeant oversees partnership development. This includes an extensive partnership with Century College Faculty to design skills training for members.

Social Supports: As SPPD is recruiting members that may face significant issues of poverty and barriers to stable employment, SPPD has contracted with a social service provider to support AmeriCorps members. They will assist members develop personal financial plans, enroll in college and

Narratives

submit applications for FAFSA. Additionally, the social service partners will assist members with issues that may impact the stability enrollment by assisting with connections to SNAP benefits, health care, emergency assistance, childcare, and housing subsidies if needed.

Onsite Mentoring: SPPD's community engagement unit sponsors a series of community events with an overall event calendar managed by the unit administrative support staff. AmeriCorps members will conduct outreach at a variety of events, and their supervisor will help them identify a police officer they can approach with questions while they are onsite.

Police Athletic League Oversight: PAL is managed by Sergeant McGinn, and he will lead the partnership with Saint Paul Parks and Recreation and local public schools to identify opportunities to expand recreational opportunities for city youth. Sergeant McGinn also will conduct recruitment of volunteer police officers to help host athletic events. These officers will mentor and oversee AmeriCorps member's activities while they work with children.

QUESTION 4. AS EXPLAINED IN THE NOTICE OF FUNDING OPPORTUNITY, LIVING ALLOWANCE OR PAYMENT MADE TO MEMBERS MAY NOT EXCEED \$24,930 FOR A FULL-TIME MEMBER. PLEASE CLARIFY THE NEED TO SUPPLEMENT THE MINIMUM REQUIRED LIVING STIPEND WHEN THE COMPLIANT RANGE FOR FULL-TIME MEMBERS IS \$12,630 (MINIMUM) TO \$24,930 (MAXIMUM). PLEASE ALSO DESCRIBE WHAT THE CITY WILL OFFER AS A SUPPLEMENT.

A poor choice of phrasing in our application caused confusion; SPPD does not intend to supplement the maximum allowable member stipend. With an AmeriCorps award and secured cash match funding SPPD is currently in the position to provide the minimum \$12,630 members living stipend, health care benefits and all associated payroll taxes. However, SPPD aims to provide members a living stipend of \$18,000 annually. The higher living stipend is contingent upon obtaining additional funding, and SPPD is currently seeking private grants to cover these increased costs. The goal to raise funds to pay the higher stipend was incorrectly described as supplementing. SPPD fully understands the maximum allowable living stipend is \$24,930. Member benefits will not exceed this threshold.

CLARIFICATION SUMMARY 2

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1. The applicant described a plan to have AmeriCorps members undergo training before becoming enrolled into the program. While we expect all AmeriCorps programs to provide high quality training for its members, any hours served prior to enrollment cannot be counted towards AmeriCorps service. If the program would like for members to earn credit for these hours, please revise the training schedule to allow for such training to occur after members are enrolled. Please confirm that the program understands this and will adjust the on-boarding timeline to meet this requirement.

SPPD understands that any hours in training prior to enrollment cannot be counted towards AmeriCorps service. There have been no commitments like this made to potential AmeriCorps candidates. SPPD does not intend to adjust our training schedule for this year, but may consider a revised schedule if our current grant is renewed.

2. Please understand that AmeriCorps is a one year service commitment, not a two year one. All 1700 hours must be achieved within the program year and the 1700 hours includes training, which cannot exceed 20% of total service time. Please confirm that the program understands this and will meet this requirement.

SPPD fully understands that the AmeriCorps program is a one year, and not a two year commitment. Program activities and job responsibilities for AmeriCorps members will ensure they are fully able to meet the 1700 hour service commitment within 12 months. However, SPPD is hoping to perform well on our first year award so that we become eligible for a second year of funding. SPPD would then encourage members to return and serve a second term, allowing a second year to progress towards completion of a degree.

SPPD understands that only 20% of the service hours can be dedicated to any form of training, including initial orientations to the program. These maximum allowable hours dedicated to training will be communicated clearly to the all members. They will be assisted by their supervisors in carefully monitoring training activities so they don't exceed the allowable hours.

3. Please provide specific information about how on-site supervisors will be trained to adequately support the program. Additionally, please provide detailed information regarding the interaction between site supervisors and members, specifically addressing how members will receive guidance and

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support to provide effective service.

The community engagement specialists will undergo a series of trainings to prepare for supervision of AmeriCorps members.

- City sponsored: The city offers first line supervisory training, which is a week-long courses hosted by the City Human Resources specialists. These trainings are offered a few times a year and Community Engagement specialist will be asked to enroll. Topics include: Supervisory Responsibilities, Change Management, Your Myers Briggs Type and Your Role, Leadership in the Workplace, Addressing Difficult Workplace Issues, Performance Reviews, Transition to Supervisor, Labor Relations, Workers Compensation, Managing Leaves of Absence, Discipline in the City of Saint Paul, Working with HR Consulting Services (Hiring & Civil Service Rules), Classification, Compensation, Workplace Conduct program will attend State and National financial and programmatic trainings.

- ServeMinnesota Training: The program manager, community engagement specialist will both undergo training on Program Operating procedures defined by the state commission, ServeMinnesota. This review will includes training on record keeping (time cards, activity tracking), This training will includes a review of general procedures like record keeping (time cards, activity tracking), and best practices on how to develop performance reviews. They will also attend quarterly Serve Minnesota program staff trainings, which include peer best practice sharing, and an AmeriCorps orientation at the beginning of the year.

- Mentoring: The City of Saint Paul operates a VISTA program, and the director of the program has extensive experience managing a variety of CNCS programs. This staff has already providing mentoring to the SPPD core team, and is committed to continuing this relationship as SPPD launches a new program.

Community Engagement specialists are dedicated full time to SPPD's community engagement unit organizing and developing community forums and engagement opportunities. However, the cash match recognizes only the 25% of their time specifically dedicated to supervisory activities of AmeriCorps members. The 25% time equates to approximately two hours each week for each member for the following activities:

- o Work plan review,
- o Scheduling and coordination of member assignments
- o Review and approval of timecards

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- o Bi-weekly individual check-ins
- o Regularly scheduled onsite monitoring and review of member activities
- o Monitoring of social media campaigns and activities

While performing service activities, members will work in teams of at least 2, and generally 4-5 and will be assigned an onsite member of the SPPD to guide their service activities, answer any questions that may arise and model effective community engagement strategies. These onsite mentors are in addition to the Community Engagement specialist assigned to each team.

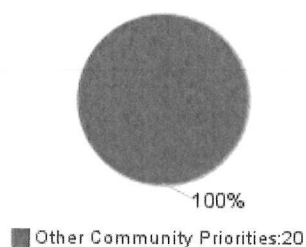
Continuation Changes

Not applicable as SPPD is requesting support as a first time grantee.

Grant Characteristics

Performance Measures

MSYs by Focus Area



MSYs by Objective

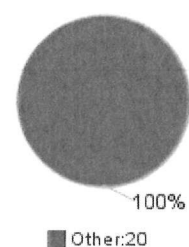


Table1: MSYs by Focus Areas

Focus Area	% MSYs
Other Community Priorities	100%

Table2: MSYs by Objectives

Objectives	%MSYs
Other	100%

% of MSY NPM VS Applicant VS Not in ANY

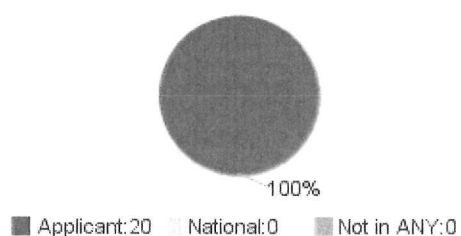


Table3: %MSYs by NPM vs.Applicant vs. Not in ANY

% MSYs	NPM	Applicant	Not in ANY
	0%	100%	0%

Table4: No of MSY and Members by Objective

Objectives	No of MSYs	No of Members
Other	20.00	20
Total	20.00	20

Primary Focus Area: Other Community Priorities

Primary Intervention: Other

Secondary Focus Area:

Secondary Intervention:

Performance Measure: Trust Building

Focus Area:	Other Community Priorities	Objective:	Other	No of MSY's:	10.00	No of Members:	20
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Problem Statement:

Lack of trust within the community has led to civil unrest in the City of Saint Paul with large demonstrations and protests across the city. That lack of trust hinders efforts to engage in meaningful knowledge-sharing opportunities with the community.

Selected Interventions:

Trust Building

Describe Interventions:

Members will expand Police Athletic League (PAL) events to provide opportunities for non-law enforcement engagement between youth and law enforcement. This expanded level of contact provides opportunities for trust building.

Justification for Dosage: Youth age 8–18 will participate in a minimum of 12 hours of skill based sessions (expanded PAL). This dosage gives youth enough time to engage in meaningful relationship building with law enforcement officers which will result in increased levels of trust. At every event, SPPD attempts to recruit volunteer officers at a ratio of 1:3 youth. Keeping ratios low ensures that youth have the opportunity to engage with an officer on a one-on-one basis fostering a more personal connection.

Avoiding Duplication: PAL activities will have attendance logs for every event, tracking full name and address. These names will be uploaded to a master list allowing cross referencing to avoid duplication.

Level of Gain: 300 youth will receive more intensive skill-based interventions based on our capacity to provide this higher level of interaction. 225 youth will demonstrate increased trust in police by an increase of one level on a pre/post assessment without other levels decreasing. Based on the population served, 75% of youth increase in trust of law enforcement is significant based on the little amount of connection or negative connection they may currently be facing in their communities. Also, with the age range of 8–18 years of age, it may be more difficult to increase levels of trust with older youth that may have stronger perceptions of law enforcement.

Instrument: SPPD will utilize the same instrument for both the pre and post assessment.

Sample survey: The survey will not be a sample of all participants. Instead, it will be a subset of total PAL participants who have participated in skill based sessions.

OUTPT43139 Output:

youth ages 8–18 participate in a minimum of 12 hours of intervention

Target: 300 Youth

Measured By: Other

Described Instrument: PAL activities will have attendance logs for every event, tracking full name and address. These names will be uploaded to a master list allowing cross referencing to avoid duplication.

OUTCM43140 Outcome:

youth reported an increased level of trust in police

Target: 225 Youth

Measured By: Other

Performance Measure: Trust Building

Problem Statement:

Selected Interventions:

Described Instrument: Of the 300 youth, 225 will demonstrate increased trust in police by an increase of one level on a pre/post assessment without other levels decreasing. The survey will be conducted at the beginning and end of the skill based series. Questions will focus on perception of police officers and concerns/issues in their community.

Performance Measure: Community Education

Focus Area:	Other Community Priorities	Objective:	Other	No of MSY's:	10.00	No of Members:	20
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Problem Statement:

Lack of trust within the community has led to civil unrest. The lack of trust hinders efforts to engage in meaningful knowledge-sharing opportunities with the community.

Selected Interventions:

Community Education

Describe Interventions:

Community forums and education campaigns about key legal and safety issues within the community. Community leaders will be trained as peer educators. AmeriCorps members will design social media and education materials.

Minimum hours: Community members will need to participate in one session lasting a minimum of 1.5 hours.

Dosage: A community education session is organized to include 45 minutes of educational material presentation and 45 minutes of question and answer. The Q & A portion is important to ensure the audience understands the material, connects it to their lives and builds trust with law enforcement.

Double Counted: A pre/post assessment will be used at each session. Participants will complete the pre-assessment at the beginning of the session and complete the post-assessment at the conclusion. These assessments will be on the same piece of paper (front and back), but will not contain identification metrics due to the sensitive topics (domestic abuse, gun ownership, etc.) and current level of trust in law enforcement. Each assessment will ask participants if they have attend a previous sessions. If yes, those assessments will not be included in performance measure tracking.

Level of Gain: 250 unduplicated community members will attend a 1.5 hour education session. Since many educational topics will include multiple sessions, the target number was set to include only unduplicated counts. We anticipate many returning community members to follow-up sessions. Of the 250, 200 community members will demonstrate increased knowledge and trust in police by an increase of one level on a pre/post assessment without other levels decreasing. Based on the population served and their motivations for attending an education session, 80% increase in knowledge and trust of law enforcement is significant based on possible misconceptions or negative conceptions they may currently have with the law enforcement community.

OUTPT43738 Output:

Community members attend community education sessions

Target: 250 Community members

Measured By: Other

Described Instrument: A pre/post assessment will be used at each session. Participants will complete the pre-assessment at the beginning of the session and complete the post-assessment at the conclusion. These assessments will be on the same piece of paper (front and back), but will not contain identification metrics due to the sensitive topics (domestic abuse, gun ownership, etc.) and current level of trust in law enforcement. Without including identification metrics, we will be able to increase the number of completed assessments and improve the honesty of responses. Each assessment will ask if participants have attend a previous sessions. If yes, those assessments will not be included in performance measure tracking.

OUTCM43739 Outcome:

Performance Measure: Community Education

Problem Statement:

Selected Interventions:

Community members reported an increased knowledge of American legal systems

Target: 200 Community members

Measured By: Other

Described Instrument: 200 community members will demonstrate increased knowledge and trust in police by an increase of one level on a pre/post assessment without other levels decreasing. The survey will be a modified version of a survey developed by the Wilder Foundation. It will measure participants level of knowledge of regarding U.S. and Minnesota law within key topic areas for the community. It will also measure the knowledge of the role of law enforcement.

Program Information

General Information

*My organization has previously received an AmeriCorps State and National Grant. Organizations that have been a host site for AmeriCorps members but never had a direct grant relationship with either a State Commission or CNCS should answer "No." Yes

*The organization has sufficiently engaged community members and partner organizations in planning and implementing its intervention. Yes

AmeriCorps Funding Priorities

*Check any priority area(s) that apply to the proposed program. In order to receive priority consideration, applicants must demonstrate that the priority area is a significant part of the program focus, high quality program design, and outcomes. Safer Communities

Populations Served

*Check the appropriate box(es) to identify the populations the proposed program will serve. If you do not plan to serve any of the listed populations, select "None of the above." Adult ESL participants, Youth ESL participants, Disadvantaged youth (K-12), Immigrants and refugees

Grant Characteristics

*Check any grant characteristic(s) that apply to the proposed program. Applicants must check the relevant boxes in order to be considered for CNCS assessment of the strategic considerations and Special Initiatives Geographic Focus—Urban

Grant Characteristics-AmeriCorps member Population

*Check any grant characteristics that apply to the AmeriCorps member population of the proposed program. Communities of Color, Low-income individuals, New Americans, Economically disadvantaged youth/Opportunity youth

AmeriCorps Identity/Co-branding

*AmeriCorps members will wear the AmeriCorps logo every day. Yes

*AmeriCorps members will create and deliver elevator speeches. Yes

*The AmeriCorps logo will be proudly displayed on the front page of the organization's website. Yes

Demographics

Other Revenue Funds	187300
Number of episodic volunteers generated by AmeriCorps members	0
Number of ongoing volunteers generated by AmeriCorps members	50
Percentage of MSY who are opportunity youth, if any	75
Number reported in O15 who are opportunity youth	0
Number reported in O17 who are opportunity youth	0

Required Documents

Document Name

Status

Evaluation

Not Applicable

Federally Approved Indirect Cost Agreement

Not Applicable

Labor Union Concurrence

Sent

Other Documents

Sent

Logic Model

Problem	Inputs	Activities	Outputs	Short-Term Outcomes	Mid-Term Outcomes	Long-Term Outcomes
The community problem that the program activities (interventions) are designed to address.	Resources that are necessary to deliver the program activities (interventions), including the number of locations/sites and number/type of AmeriCorps members.	The core activities that define the intervention or program model that members will implement or deliver, including duration, dosage and target population.	Direct products from program activities.	Changes in knowledge, skills, attitudes and opinions. These outcomes, if applicable to the program design, will almost always be measurable during the grant year.	Changes in behavior or action. Depending on program design, these outcomes may or may not be measurable during the grant year.	Changes in condition or status in life. Depending on program design, these outcomes may or may not be measurable during the grant year. Some programs, such as environmental or capacity-building programs, may measure changes in condition over a period as short as one year.
Lack of trust within the community has led to civil unrest in the City of Saint Paul with large demonstrations and protests across the city. That lack of trust hinders efforts to engage in meaningful knowledge-sharing opportunities with the community. Further, the demographic makeup of the SPDP force is substantially different from the local community,	20 FT AmeriCorps members Oversight and supervision from 1 FTE Community Engagement Specialist, .5FTE Sergeant Post-secondary training partnership Career Navigation for members provided by social service partnership	Members will engage in three primary categories of activities: training, trust building, and critical knowledge sharing. Law Enforcement Training Program: 312 hours taught in cohort model and applicable toward a 2-year degree in law enforcement. Century College and professional development averaging 2 days a week x 6 hours each x 26 weeks Trust Building: In	6,240 hours of training (312 per member), 16,500 hours of trust building (825 per member), 11,260 of knowledge sharing (563 per member) 20 economically disadvantaged members enroll in a 2-year training program to become a police officer. 180 youth ages 8–14 attend Jr. Police academies annually tracked by attendance logs.	18 (90%) AmeriCorps members report increased confidence and knowledge around community engagement in the first year of involvement. 160 youth participating in Jr. Police Academies state a stronger understanding of role of law enforcement officers in the U.S. 4500 youth participants in PAL state an increase in trust in their	16 (80%) members earn 24 college credits applicable toward a degree in law enforcement in their first year of the training program. Quality of life calls and request for assistance go up by 5% (representing 20,000 call increase from 40,000 calls in 2015).	15 members at the end of the second year, and 15 annually during consecutive years (75%) complete two-year training program or college coursework. 15 members the end of the second year, and 15 annually during consecutive years master the state certification exam for Peace Officers. 15 AmeriCorps members (annually) are hired by SPDP or enter government

Logic Model

Problem	Inputs	Activities	Outputs	Short-Term Outcomes	Mid-Term Outcomes	Long-Term Outcomes
with 18% of sworn officers at SPPD representative of communities of color in comparison to a city demographic of 40% communities of color, serving as another obstacle to improving community-police relationships. Lack of trust in police officers as well as a lack of knowledge among residents of their legal rights and responsibilities has led to challenges with limited calls for service and reduced reporting of crime in neighborhoods populated by people of color and those who fall below the poverty line. Despite an understanding of potential avenues to improve community-police relationships and increase the diversity of the force, these are difficult for SPPD to pursue without key	<p>police officers (PAL) and community leaders (advisory groups and peer educators)</p> <p>Support from 4 professional associations for recruitment and mentoring of members</p> <p>Federal, state, and local funding</p>	<p>partnership with SPPD officers, members will engage with people in key community areas via three types of events:</p> <ol style="list-style-type: none"> 1. Police sponsored athletic outreach events (e.g., fishing, baseball, biking, skating, skiing). 2. Partnerships with local rec centers to host 120 events in diverse communities. 3. Presence, engagement, and topical information sharing at 30 large community events across the City of Saint Paul (e.g., parades, mid-sized events). <p>Knowledge Sharing: In partnership with SPPD officers, members will assist with the development and implementation of key knowledge sharing activities:</p> <ol style="list-style-type: none"> 1. Jr. Police Academy information camps for youth. 6 	<p>5,000 youth ages 8–18 participate in one or more athletic outreach events annually tracked by registration logs.</p> <p>20,000 connections made with community members who attend events measured through counts of people in attendance.</p> <p>Presence provided at 150 events supported by AmeriCorps members.</p> <p>500 unduplicated community members attend community education sessions annually.</p> <p>10,000 community education flyers distributed on 3 topics. created in 3 languages.</p> <p>9 education videos (3 topics in 3 languages) created and shared through social media with an average of</p>	<p>local law enforcement based on surveys of attendees.</p> <p>400 (80%) of community members attending community education sessions state an increased understanding of their legal rights and responsibilities.</p>		<p>services upon completion of the program.</p> <p>Overall improved police-community relations in Saint Paul.</p>

Logic Model

Problem	Inputs	Activities	Outputs	Short-Term Outcomes	Mid-Term Outcomes	Long-Term Outcomes
partnerships and additional resources.		academies, 30 hours each. 2. Develop and disseminate community education flyers and videos. 3. Promote and facilitate 45 community education/forums (3 meetings per topic x 3 topics x 5 high crime grids or cultural defined communities). Topics will be developed in partnership with the community through focus groups. Peer educators will be trained from the community.	2,000 views each.			

ATTACHMENT B

AUTHORIZED USE OF FUNDS / BUDGET

Benchmarks
TOTAL MSY
20.00

TOTAL MSY
20.00

TOTAL MSY
20.00

CNCS Admin < 5%
2.06% OK
10% Budget

10% Budget

46,390	
TOTAL Match	
>	24.00%
40.38%	OK

TOTAL Match	
>	24.00%
40.38%	OK

ATTACHMENT C

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

	Applicable	Initial
1. Uniform Relocation Assistance and Real Property Acquisition. The GRANTEE will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted Programs. These requirements apply to all interests in real property acquired for PROGRAM purposes regardless of federal participation in purchases.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>
2. Davis-Bacon Wage Rate. The GRANTEE will comply, as applicable, with the provisions of the Davis-Bacon Act, the Copeland Act, and the Contract Work Hours and Safety Standards Act, regarding labor standards for federally assisted construction sub-agreements.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>
3. Flood Insurance. The GRANTEE will comply, if applicable, with flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 which requires the recipients in a special flood hazard area to participate in the PROGRAM and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>
4. Environmental Protection Standards. The GRANTEE will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO11988; (e) assurance of PROGRAM consistency with the approved State management PROGRAM developed under the Coastal Zone Management Act of 1972; (f) conformity of federal actions to State (Clean Air) Implementation Plans Section 176 (c) of the Clean Air Act of 1955, as amended; and (h) protection of endangered species under the Endangered Species Act of 1973, as amended.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>
5. Wild and Scenic Rivers. The GRANTEE will comply with the Wild and Scenic Rivers Act of 1968 related to protecting components or potential components of the national wild and scenic river system.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>
6. National Historical Preservation. The GRANTEE will assist with awarding agency in assuring compliance with the Section 106 of the National Historical Preservation Act of 1966, as amended (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>
7. Human Research Subjects. The GRANTEE will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>
8. Research Animal Standards. The GRANTEE will comply with Laboratory Animal Welfare Act of 1966 pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>
9. Lead-Based Paint. The GRANTEE will comply with the Lead-Based Paint Poisoning Prevention Act which prohibits the use of lead based paint in construction or rehabilitation of residence structures.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>

**ATTACHMENT D
SUPPLANTATION**

§ 2540.100 What restrictions govern the use of Corporation assistance?

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

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