

**SERVEMINNESOTA
VOLUNTEER GENERATION FUND GRANT AGREEMENT**

GRANT NUMBER:	16-VGF -17 City of Duluth Parks & Rec
AWARD DATE:	12/1/2016
AWARD AMOUNT:	Total: \$16,667 Commission: \$10,000 Match: \$6,667
GRANTEE FED. ID. #:	14VGHMN001-16

THIS Volunteer Generation Fund AGREEMENT is made by and between ServeMinnesota, 120 South 6th Street, Suite 2260, Minneapolis, MN, 55402 ("Commission" or "ServeMinnesota"), and City of Duluth – Parks and Recreation 411 West First Street, Duluth, MN 55802 ("Grantee").

The Commission desires to make a grant to the Grantee and the Grantee desires to accept this grant, all upon the terms and conditions set forth in this Agreement.

THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, it is agreed as follows:

**ARTICLE I
DEFINITIONS**

As used in this Agreement, the following terms shall apply:

1.1 **ACT**. "Act" means the Edward M. Kennedy Serve America Act, as amended (42 U.S.C. S.12501 ET seq.).

1.2 **AWARD DATE**. "Award Date" means the date on which the Commission approved the grant award.

1.3 **GRANT AGREEMENT or AGREEMENT**. "Grant Agreement" or "Agreement" means this Agreement and all of the exhibits, attachments and documents referred to in the Agreement and all other instruments or documents executed by the parties or otherwise required in connection with the Agreement.

1.4 **PROJECT**. "Project" means the detailed description of the work, services, and other obligations to be performed or accomplished by the Grantee as described in this Agreement and the Volunteer Generation Fund application approved by the Commission.

1.5 **PROJECT COMPLETION DATE**. "Project Completion Date" means September 30, 2016 and is the date by which the Project tasks shall have been fully accomplished including fulfillment of the obligations identified in Article VI.

ARTICLE II FUNDING

2.1 **FUNDING SOURCE.** The source of funding for the Grant is a grant from the Corporation for National Service for the Volunteer Generation Fund Program. The Grantee shall comply with the requirements, conditions and rules of the Commission and any other public or private entity having authority over the funds or the Grant.

2.2 **RECEIPT OF FUNDS.** All payments under this Agreement are subject to receipt by the Commission of sufficient funds for the Volunteer Generation Fund Program. Any termination, reduction or delay of funds to the Commission shall, at the option of the Commission, result in the termination, reduction or delay of funds to the Grantee.

ARTICLE III GRANT; TIME OF PERFORMANCE; WORK TO BE PERFORMED

3.1 **GRANT.** The Commission grants \$10,000 to the Grantee for Volunteer Generation Fund activities and requires \$6,667 in match for the time period of December 1, 2016 to September 30, 2017.

3.2 **WORK TO BE PERFORMED.** Subject to the terms and conditions set forth in this Agreement, ServeMinnesota grants funds to the Grantee to perform activities and services as specifically outlined in Exhibit C entitled "Grant Application", attached hereto, and incorporated by this reference, and for such other tasks as ServeMinnesota and Grantee may agree to in writing.

ARTICLE IV CONDITIONS TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the Commission shall be under no obligation to disburse to the Grantee any amounts under the Grant Agreement:

4.1 **GRANT AGREEMENT EXECUTED.** The Grant Agreement shall have been properly executed and, where required, acknowledged.

4.2 **AUTHORITY** Resolution of the Board of Directors authorizing the execution and delivery of this Grant Agreement and such other papers as the Commission may reasonably request, and specifying the officer(s) authorized to execute the Grant Agreement and bind the Grantee.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF GRANTEE

To induce the Commission to make the Grant referred to in this Agreement, the Grantee represents, covenants and warrants that:

5.1 **AUTHORITY.** The Grantee is duly authorized and empowered to execute and deliver the Grant Agreement. All action on the Grantee's part, such as appropriate resolution of its Board of Directors for the execution and delivery of the Grant Agreement, has been effectively taken.

5.2 **FINANCIAL INFORMATION.** All financial statements and related materials concerning the Grantee and the Project provided to the Commission are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the effective date of the statements and related materials, and no material adverse change has occurred since that date.

5.3 **APPLICATION.** The contents of the application the Grantee submitted to the Commission for funding is a complete and accurate representation of the Grantee and the Project as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Grantee since the date the application was submitted to the Commission.

5.4 **PRIOR AGREEMENTS.** The Grantee has not entered into any verbal or written contracts, agreements or arrangements of any kind, which are inconsistent with the Grant Agreement.

5.5 **EFFECTIVE DATE.** The covenants, warranties and representations of this Article are made as of the date of this Agreement and shall be deemed to be renewed and restated by the Grantee at the time of each request for disbursement of funds.

ARTICLE VI GRANTEE OBLIGATIONS

6.1 **AFFIRMATIVE COVENANTS.** The Grantee covenants with ServeMinnesota that:

(a) **PROJECT WORK AND SERVICES.** The Grantee shall complete the work and services detailed in its application.

(b) **COMPLIANCE WITH LAW AND REGULATIONS.** The Grantee shall comply with the provisions of the Act, the Corporation's regulations (42 U.S.C. S.12501 ET seq.) Volunteer Generation Fund - and all other applicable laws and regulations.

(c) **ACCESS TO RECORDS.** The Grantee shall permit the Commission, Auditor of the State of Minnesota or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other representative of the United States Government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers and records of Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this contract.

(d) **RECORDS RETENTION.** All records of the Grantee relating to this contract shall be retained for a period of seven (7) years following the date of final payment or completion of any required audit and resolution of any audit findings, whichever is earlier.

(e) **USE OF GRANT FUNDS.** The Grantee shall expend funds received under the Grant only for the purposes and activities described in its application and approved by the Commission and in compliance with applicable federal and state law and regulations.

(f) **DOCUMENTATION.** The Grantee shall deliver to ServeMinnesota upon request, (i) copies of all contracts or agreements relating to the Project, (ii) invoices, receipts, statements or vouchers relating to the Project, (iii) a list of all unpaid bills for labor and materials in connection with the Project, (iv) budgets and revisions showing estimated Project costs and funds required at any given time to complete and pay for the Project, and (v) current and year-to-date operating statements not older than sixty (60) days from the date of request.

(g) **NOTICE OF PROCEEDINGS.** The Grantee shall promptly notify ServeMinnesota of the initiation of any claims, lawsuits or proceedings brought against the Grantee.

(h) **REPORTS.** The Grantee shall submit the Progress Update Form. This report is a periodic progress update focusing on grantee performance goals. Email the report to Karmit Bulman at karmit@mavanetwork.org.

The periods are as follows:

Period 1: Start of grant – March 31, 2017; due April 10, 2017

Period 2: April 1, 2017 – June 30, 2017; July 10, 2017

Final grant report- June 30, 2017- September 30, 2017; October 10, 2017

The Grantee shall submit the Volunteer Generation Fund Progress Report Form. This report is a cumulative grantee progress report from the beginning of the grant through September 30, 2017. This report is due on October 10, 2017 to Karmit Bulman at karmit@mavanetwork.org. This report includes 3 sections: Demographics, Narratives, and Performance Measures.

(i) **INVOICE.** A completed ServeMinnesota Invoice must be submitted quarterly, aligning with progress reporting, to Karmit Bulman at karmit@mavanetwork.org. Karmit will then submit the approved Invoice to Lynn Lewis at lynn@serveminnesota.org by the following 15th of the month following each quarter's submission for payment to grantee.

The periods are as follows:

Period 1: Start of grant – March 31, 2017; due to Karmit April 10, 2017

Period 2: April 1, 2017– June 30, 2017; due to Karmit July 10, 2017

Period 3: July 1, 2017 – September 30, 2017; due to Karmit October 10, 2017

(j) **MAINTENANCE OF PROJECT PROPERTY AND INSURANCE.** Grantee shall maintain with financially sound and reputable insurers, insurance to protect its properties against losses or damages of the kind customarily insured against by corporations of established favorable reputation engaged in the same or similarly situated. Grantee shall, on request of ServeMinnesota, furnish a schedule of all insurance carried by it, setting forth in detail the amount and type of such insurance.

(k) **INDEMNIFICATION.** Grantee shall jointly and severally defend, indemnify and hold ServeMinnesota and any federal funding source, its successors and assigns, harmless from and against any liability, loss, damage or expense, including reasonable counsel fees, which

ServeMinnesota may incur or sustain by reason of (a) the failure of Grantee to fully perform and comply with the terms and obligations of this loan; (b) Grantee's performance or attempted performance of the Project; (c) Grantee's activities with subcontractors and third parties.

(l) **INTEREST AND UNEXPENDED PROCEEDS.** The Grantee shall return all unexpended Grant proceeds and interest accrued on Grant proceeds to the Commission within thirty (30) days after the agreement expiration date.

ARTICLE VII DOCUMENTS INCORPORATED BY REFERENCE PRIORITY

7.1 **DOCUMENTS INCORPORATED BY REFERENCE.** The following documents are hereby incorporated by reference: -

1. Exhibit A, "AUDIT REQUIREMENTS".
2. Exhibit B, "APPROVED BUDGET"
3. Exhibit C, "GRANT APPLICATION"
4. Exhibit D, "GRANT PROVISIONS for SPECIAL GRANTS"

7.2 **ORDER OF PRIORITY.** In the event of a conflict between documents of this agreement, the following order of priority shall govern:

1. Articles I through X herein.
2. Exhibit C, "GRANT APPLICATION"
3. Exhibit B, "APPROVED BUDGET"
4. Exhibit D, "GRANT PROVISIONS for SPECIAL GRANTS"
5. Exhibit A, "AUDIT REQUIREMENTS".

ARTICLE VIII DEFAULT AND REMEDIES

8.1 **EVENTS OF DEFAULT.** The following shall constitute Events of Default under this Grant Agreement:

(a) **MATERIAL MISREPRESENTATION.** If at any time any representation, warranty or statement made or furnished to the Commission by, or on behalf of, the Grantee in connection with this Grant Agreement or to induce the Commission to make a grant to the Grantee shall be determined by the Commission to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Commission's satisfaction within thirty (30) days after written notice by the Commission is given to the Grantee.

(b) **LACK OF PROGRESS.** If there is a failure of the Grantee to make substantial and timely progress toward performance of the Project;

(c) **NONCOMPLIANCE.** If there is a failure by the Grantee to comply with any of the covenants, terms or conditions contained in this Agreement.

(d) **PROJECT COMPLETION DATE.** If the Project, in the sole judgment of the Commission, is not completed on or before the Project Completion Date.

(e) **MISSPENDING.** If the Grantee expends Grant proceeds for purposes not described in the application or authorized by the Commission.

(f) **INSOLVENCY OR BANKRUPTCY** If the Grantee becomes insolvent or bankrupt, or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or the Grantee applies for or consents to the appointment of a trustee or receiver for the Grantee or for the major part of its property; or if a trustee or receiver is appointed for the Grantee or for all or a substantial part of the assets of the Grantee and the order of such appointment is not discharged, vacated or stayed within sixty (60) days after such appointment; or if bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against the Grantee and, if instituted against the Grantee is consented to, or, if contested by the Grantee is not dismissed by the adverse parties or by an order, decree or judgment within sixty (60) days after such institution.

(g) **INSURANCE.** If loss, theft, damage or destruction of any substantial portion of the property of the Grantee occurs for which there is either no insurance coverage or for which, in the opinion of the Commission, there is insufficient insurance coverage.

8.2 **NOTICE OF DEFAULT.** ServeMinnesota shall issue a written notice of default providing therein a fifteen (15) day period in which the Grantee shall have an opportunity to cure, provided that cure is possible and feasible.

8.3 **REMEDIES UPON DEFAULT.** If, after opportunity to cure, the default remains, ServeMinnesota may do one or more of the following:

- (a) exercise any remedy provided by law,
- (b) require immediate repayment of the full amount of funds disbursed to the Grantee under the Grant Agreement plus interest.

ARTICLE IX DISBURSEMENT PROCEDURES

9.1 **REQUEST FOR REIMBURSEMENT.** All disbursements of proceeds shall be subject to receipt by the Commission of requests for disbursement submitted by the Grantee. Requests for disbursement shall be in form and content acceptable to the Commission. Each requisition shall be submitted to the Commission according to the schedule shown in Article 6.1(h).

9.2 **REQUEST FOR ADVANCE PAYMENT.**

- (a) **Advance Payments.** The Grantee may receive advance payments of grant funds, provided the Grantee meets the financial management standards specified in *OMB Circulars A-102 or A-110*, as applicable.

(b) **Immediate cash flow needs.** The amount of advance payments requested by the Grantee must be based on actual and immediate cash needs in order to minimize federal cash on hand in accordance with policies established by the U.S. Commission of the Treasury in 31 CFR Part 205.

(c) **Discontinuing advance payments.** ServeMinnesota may, after providing due notice to the Grantee, discontinue the advance payment method and allow payments in advance only by individual request and approval or by reimbursement when a grantee receiving payments demonstrates unwillingness or inability to establish procedures to minimize the time elapsing between the receipt of the cash advance and its disbursement.

(d) **Interest bearing accounts.** In most circumstances, the Grantee must deposit advance funds received from ServeMinnesota in a federally insured, interest-bearing account. For exceptions to this requirement, refer to OMB Circular A-102 or A-110, as appropriate.

ARTICLE X GENERAL TERMS AND PROVISIONS

10.1 **BINDING EFFECT.** This Grant Agreement shall be binding upon the Grantee and the Commission, and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Grant Agreement shall be jointly and severally enforceable against the parties to this Grant Agreement.

10.2 **COMPLIANCE WITH LAWS AND REGULATIONS.** Grantee shall comply with all applicable State and federal laws, rules, ordinances, regulations and orders.

10.3 **TERMINATION DUE TO NONAPPROPRIATION OR REDUCTION.** If funds anticipated for the continuing fulfillment of this Agreement are at any time not forthcoming or insufficient due to non-appropriation, termination of the program, or reduction in funding level, then ServeMinnesota shall have the right to terminate this contract without penalty by giving the Contractor not less than thirty (30) days written notice. In the event of termination of this agreement under this Article, the exclusive, sole and complete remedy of the Contractor shall be payment of services rendered prior to termination.

10.4 **TERMINATION.** This agreement may be terminated in the following circumstances:

(a) At ServeMinnesota's discretion, without cause, after thirty (30) days written notice to Contractor.

(b) As a result of Contractor's default under this Agreement.

(c) As a result of the termination or reduction of funding to ServeMinnesota.

The Administrative Rules of ServeMinnesota in regards to the appeals process apply in all situations.

10.5 **TERMINATION FOR CONVENIENCE.** In addition to termination due to an event of default or non-appropriation of funds, this Grant Agreement may be terminated in whole, or in part, when the Commission and the Grantee agree that the continuation of the Project would not produce

beneficial results commensurate with the future disbursement of Grant funds. The Grantee shall not incur any obligations after the effective date of the termination and shall cancel as many outstanding obligations as is reasonably possible. The Commission will allow full credit to the Grantee for the Commission share of the non-cancelable obligations allowable under the Grant Agreement and properly incurred by the Grantee prior to termination.

10.6 **PROCEDURE UPON TERMINATION.** If the Grant Agreement is terminated for convenience, an event of default or non-appropriation of funds, disbursements shall be allowed for costs up to the date of termination determined by the Commission to be in compliance with this Grant Agreement. The Grantee shall return to the Commission all unencumbered Grant proceeds within one (1) week of receipt of Notice of Termination.

10.7 **UNALLOWABLE COSTS.** If ServeMinnesota determines at any time, whether through monitoring, audit, closeout procedures or by other means, that the Grantee has expended funds which are unallowable, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to ServeMinnesota's final determination of the disallowance of costs. If it is ServeMinnesota's final determination that costs previously paid by the Commission are unallowable under the terms of the Agreement, the expenditures will be disallowed and the Grantee shall repay to ServeMinnesota any and all disallowed costs.

10.8 **SURVIVAL OF AGREEMENT.** If any portion of this Grant Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Grant Agreement shall survive the execution of all instruments herein mentioned and shall continue in full force until the Grant is paid in full.

10.9 **GOVERNING LAW.** This Grant Agreement shall be interpreted in accordance with the law of the State of Minnesota, and any action relating to the Grant Agreement shall only be commenced in the Minnesota District Court for Hennepin County or the United States District Court for Minnesota.

10.10 **MODIFICATION.**

(a) **JOINT MODIFICATION.** The Commission or the Grantee may, during the duration of this Agreement, deem it necessary to modify provisions of this Agreement, which increase or decrease the total amount of the Agreement, make a substantial change in the scope of services, add additional budget line items or transfer funds between line items within a budget category. All changes shall be incorporated into this Agreement through written amendment signed by both the Commission and the Grantee. The provisions of the amendment shall be in effect as of the date of modification is signed by both the Commission and the Grantee, unless otherwise specified within the amendment.

(b) **MODIFICATION NOT REQUIRED.** Budget modifications that do not require a written amendment are those in which one or more administrative budget line items changed but the total expenditures for administrative budget categories do not exceed the approved budget for administrative budget categories.

(c) **UNILATERAL MODIFICATION.** Notwithstanding paragraph "a" above, ServeMinnesota may unilaterally modify this Agreement at will in order to accommodate any change in the Act or any change in the interpretation of the Act or any applicable federal, state or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Grantee as an amendment to this Agreement.

10.11 **NOTICES.** Whenever this Grant Agreement requires or permits any notice or written request by one party to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed and deposited in the United States Mail, as Certified Mail, Return Receipt Requested. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The Commission may rely on the address of the Grantee set forth heretofore, as modified from time to time, as being the address of the Grantee.

10.12 **WAIVERS.** No waiver by the Commission of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Commission in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Commission shall preclude future exercise thereof or the exercise of any other right or remedy.

10.13 **LIMITATION.** The Commission shall not, under any circumstances, be obligated financially under this Grant Agreement except to disburse funds according to the terms of the Agreement.

10.14 **ENFORCEMENT EXPENSES.** The Grantee shall pay upon demand any and all reasonable fees and expenses of the Commission, including the fees and expenses of their attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Commission under this Grant Agreement.

10.15 **HEADINGS.** The headings in this Grant Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Grant Agreement.

10.16 **COST VARIATION.** In the event that the total Project cost is less than the amount specified in this Agreement, ServeMinnesota' participation shall be reduced at the same ratio as ServeMinnesota funds are to the total Project cost, and any disbursed excess above the reduced ServeMinnesota participation amount shall be returned immediately to ServeMinnesota.

10.17 **COMPLIANCE WITH EE0/AA PROVISIONS.** Grantee shall comply with the provisions of federal, state and local laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. Grantee shall provide state or federal agencies with appropriate reports as required to ensure compliance with equal employment laws and regulations. Grantee shall ensure that all authorized subcontractors comply with provisions of this clause. A breach of this Article shall be considered a material breach of this contract.

10.18 **NON-ASSIGNMENT.** This contract may not be assigned without prior ServeMinnesota written consent.

10.19 **JOINT LIABILITY.** If Grantee is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this contract, and for any default of such activities and obligations.

10.20 **INTEGRATION.** This Grant Agreement contains the entire understanding between the Grantee and the Commission and any representations that may have been made before or after the signing of this Grant Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Grant Agreement.

10.21 **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement.

ServeMinnesota

City of Duluth – Parks and Recreation

BY: 
Audrey Suker
Chief Executive Officer

BY: _____
Cheryl Skafte
Volunteer Coordinator

DATE: _____

DATE: _____

Exhibit A, "AUDIT REQUIREMENTS".

1. Agreements must be audited by a Certified Public Accountant or a Public Accountant as defined by Chapter 16 of the Code of Minnesota or by the State Auditor.
2. Audit Report Format. The report must include at a minimum:
 - a. short form auditor's opinion on the financial statements;
 - b. Auditor's comments on: compliance of the Grantee with the terms and conditions of the Agreement (including Statement of Work) and policies and procedures prescribed by the Grantee's governing board regarding financial operations; internal accounting controls; reasonableness of cost allocation methods if personnel and overhead costs are allocated to more than one project;
 - c. cumulative statement of resources and expenses by the individual project Agreement for the full Agreement period; balance sheet if there are receivables and payables at the end of the project period; and
 - d. notes to the financial statements; comments on questioned costs and accounting system weaknesses.
3. The Agreement shall be audited within ninety (90) days after the termination date of the Agreement, unless the Commission approves a time extension. One (1) copy of the audit report is to be submitted to the Commission for consideration.
4. If the audit for this Agreement is included as part of an annual agency-wide audit, the provisions included in OMB Circular A-133 (Revised) will meet the minimum audit requirements of the Commission. Grantees expending \$500,000 or more in federal awards in their fiscal year must have these funds audited in accordance with OMB Circular A-133 (Revised) (Either organization-wide or program specific). If \$500,000 or more in federal funds were expended from more than one federal source, an organization-wide audit under OMB Circular A-133 (Revised) will be required. Grantees expending less than \$500,000 in federal awards in a year are exempt from any federal audit requirements for that year, but shall comply with audit requirements prescribed by state or local law. In an annual agency-wide audit, the audit report shall be due within 30 days after the completion of the audit period, unless a longer period is agreed to by both parties. At a minimum, the report must show revenues by source: state and local; and expenses by category; administrative costs and enrollee costs.

Exhibit B, "APPROVED BUDGET"

BUDGET FORMAT

	Grant Funds	Match (Grantee Share)	Total	Budget Notes Indicate source of match
Income	\$10,000		\$10,000	MAVA/CNCS Volunteer Connector Grant
		\$1,875	\$1,875	City of Duluth Cash Match
		\$3,000	\$3,000	In-Kind Staffing – City of Duluth Volunteer Coordinator (0.05 FTE/40 weeks)
		\$1,000	\$1,000	In-Kind Staffing – United Way Volunteer Center Program Coordinator (0.03 FTE/40 weeks)
		\$792	\$792	In-Kind Volunteer Hours (interns, volunteers) (53 volunteer hours @ \$15/hour)
Total Income	\$10,000	\$6,667	\$16,667	
Expenses				
	\$3,000	\$0.00	\$3,000	Galaxy Digital Platform Development and Implementation, including agreement for service with United Way and Galaxy Digital
	\$2,000	\$5,167	\$7,167	Staffing Costs and Intern (in-kind and cash); Volunteer Hours
	\$2,000	\$0.00	\$2,000	Public Awareness Campaign
	\$2,000	\$1,500	\$3,500	Tool Shed Loan Program – Purchase of Quality Equipment and Tools for Volunteer Projects
	\$1,000	\$0.00	\$1,000	Cohort Meeting Development
Total Expenses	\$10,000	\$6,667	\$16,667	

Note: That the match income and expense needs to be 40% of the total budget amount. Eligible match includes volunteers and nonfederal grants and earned income. The “Grant Funds” should total \$10,000. The “Match” should total \$6,667, and the budget “total” should be \$16,667.

Exhibit C, "GRANT APPLICATION"



Coversheet

Date: 11/14/16

Organization's legal name: City of Duluth – Duluth Parks and Recreation

Address: 411 West First Street, Duluth, MN 55802

Employer Identification Number (EIN): 41-6005105

Contact person for proposal: Cheryl Skafte **Email address:** cskafte@duluthmn.gov **Phone:** 218-730-4334

Name and job title of the person who would be manager of the grant: Cheryl Skafte, Volunteer Coordinator

Organization's budget size: \$2,700,000

ASSURANCE SIGNATURE

By signing this assurance page, you certify that you agree to perform all actions and support all intentions in the Assurances section.

Organization Name: City of Duluth – Duluth Parks and Recreation

Program Name: Duluth Parks and Recreation Volunteer Program

Name and Title of Authorized Representative: Cheryl Skafte, Volunteer Coordinator

Signature: _____ **Date:** 11/14/16

CERTIFICATION SIGNATURE

By signing this certification page, you certify that you agree to perform all actions and support all intentions in the Certification sections of this application. The three Certifications are:

- Certification: Debarment, Suspension and Other Responsibility Matters
- Certification: Drug-Free Workplace
- Certification: Lobbying Activities

Organization Name: City of Duluth – Duluth Parks and Recreation

Program Name: Duluth Parks and Recreation Volunteer Program

Name and Title of Authorized Representative: Cheryl Skafte, Volunteer Coordinator

Signature: _____ **Date:** 11/14/16

Please follow link [HERE](#) to see our City Charter (Certification of Entity Status). If additional documentation is required, the City of Duluth will be happy to provide.

Executive Summary (this is a brief description of the proposal)

The City of Duluth's Parks and Recreation Volunteer Program, in partnership with the Head of the Lakes United Way Volunteer Center, seeks to develop a "volunteer connector" online portal to mobilize and engage volunteers with various park partners who promote environmental stewardship opportunities. Currently, the City's Volunteer Program works with these partners to connect interested volunteers. However, the process is cumbersome and difficult – too often we end up engaging our partners reactively instead of proactively resulting in missed opportunities to connect volunteers to projects. Our hope is to formalize the process for partners to advertise their needs and opportunities to the community, as well as to create a welcoming online space where we can more accurately tell the story of our need for volunteers in our beloved public spaces. We hope that the development of this online portal will engage higher numbers of one-time and skilled volunteers in service of our parks, trails, edible gardens and other public spaces.



Narrative

Program Design

GOAL:

The City of Duluth's Parks and Recreation Volunteer Program, in partnership with the Head of the Lakes United Way Volunteer Center, will expand the current use of the Galaxy Digital GET CONNECTED online platform (see www.volunteerduluth.org) to include:

- A specialized listing of local organizations that promote environmental stewardship, especially as it relates to our parks and trails.
 - o Justification: Currently, the Head of the Lakes United Way Volunteer Center has around 75 agencies posting opportunities. The majority of these listed agencies are focused on mentoring, tutoring, and social service agencies. There is a small number of agencies that have a "space" focus. The overlap is minimal.
 - o Innovation: Many of our park partners are small organizations with limited financial and human resources to get the word out about the opportunities that exist. This is an innovative and collaborative approach to highlighting opportunities and engaging people to get involved.
- A central online presence of Duluth Parks and Recreation partners on the City of Duluth's webpage with a clear connection back to the overall Volunteer Center.
 - o Justification: The City and United Way seek to work closely together to drive more volunteer traffic to the volunteer opportunities that exist in Duluth. While the hope of this grant is to better represent a sector of agencies that work in the outdoor space, we want to be clear that this effort is part of a larger story of service in our community.
 - o Innovation: The aim of the proposal is to build on our current capacities to broaden and deepen the resources available. Instead of reinventing the wheel, this proposal will build capacity and collaboration between two known and respected volunteer connectors in Duluth.

ACTIVITIES:

Duluth Parks and Recreation will recruit a cohort of 10-12 agencies to be our pilot partners. Initial discussions with potential partners indicates strong interest in creating an online space for interested volunteers to view needs and respond to opportunities to assist with park and trail projects. To date the following organizations have expressed interest:

- Cyclists of Gitchee Gumee Shores (COGGS)
- Duluth Cross Country Ski Club (DXC)
- Friends of Duluth Dog Parks
- Chester Bowl Improvement Club
- Neighbors of Lower Chester
- Hartley Nature Center
- Duluth Climbers Association
- Ordean Courtyard – Edible Duluth Garden (an Adopt-A-Spot partner)

The initial cohort will be featured partners on the expanded Get Connected online platform and be asked to participate in two brainstorming meetings to evaluate successes and challenges.

Duluth Parks will work closely with these partners to ensure that our outcomes are met. Cohort partners will receive technical assistance from Duluth Parks Volunteer Coordinator, Cheryl Skafte, on documentation of



volunteer numbers and hours, and they will have access to the Duluth Parks Volunteer Tool Shed. The Tool Shed is equipped with maintenance tools that are available at no cost to partner organizations that are engaging volunteers in our parks and trails. Tools include work gloves, safety vests, shovels, trail building tools, loppers, hand saws, garbage bags, disposable gloves, and much more.

Cohort members will also receive technical assistance from Liz Pawlik, Volunteer Center Coordinator, United Way, in setting up their organization pages and managing their accounts on Galaxy Digital's Get Connected.

The City of Duluth and United Way will work together to launch a public awareness campaign that will invite and drive people to the expanded platform. This will include earned and paid media, boosted social media outreach, and development of outreach materials (i.e., posters, brochures, etc.).

Users of the Galaxy Digital's Get Connected platform will be able to view needs and respond to opportunities.

OUTCOME:

The primary outcome of this grant is the expansion of our recruitment and engagement by a minimum of 450 volunteers. Recruited volunteers will be tracked through the online platform, and signed Voluntary Waivers of Liability and Release.

TIMELINE:

December 2016	Grant approval; Get Agreement Finalized with Galaxy Digital's Get Connected
January 2017	Recruitment of 10-12 Parks and Recreation Partners for Pilot Cohort; Back End Development of Online Platform
February 2017	1 st Meeting of the Pilot Cohort; Development of Online Platform
March 2017	Public Awareness Campaign Initiated
April – August 2017	Recruitment, placement and tracking of 450+ volunteers with Pilot Cohort
September 2017	2 nd Meeting of Pilot Cohort; 2 nd Year Planning

CNCS FOCUS AREAS:

This grant proposal impacts the following CNCS focus area:

- Environmental Stewardship – Our park partners work to improve at-risk ecosystems through a variety of projects that improve our local parks and build our trails. Promoted projects through this proposal will work towards: 1) EN4: Number of acres of city parks and other public land that are improved; and, 2) EN5: Number of miles of trails (owned by city governments) that are improved and/or created.
- In reviewing the document on CNCS's website titled 20 Ways AmeriCorps Helps the Earth there are a variety of projects highlighted that intersect with the types of projects promoted by our partners:
 - o No.1 – Build Trails on Public Lands
 - o No.2 – Remove Invasive Species
 - o No.3 – Teach Youth Environmental Stewardship
 - o No.9 – Plant Trees and Gardens
 - o No.10 – Clean Rivers and Streams
 - o No. 12 – Connect Americans to the Outdoors
 - o No. 18 – Promote Outdoor Recreation



ATTACHMENT A:

This grant proposal aims to address the priorities of Attachment A.

- Contribute to the “People Power” effort by providing an expanded local resource of volunteer opportunities.
- Provide an online platform that easily connects volunteer teams, companies and youth groups to one-time group-appropriate volunteer activities during the summer season. As it stands, we receive more requests for group placements than we can handle with our current system of processing requests.
- Bring the Duluth Volunteer Center to scale and increase opportunities to connect with agencies currently underrepresented on the site.

Organizational Capacity

The City of Duluth’s Volunteer Program, in partnership with the Head of the Lakes United Way, has extensive experience in the coordination and management of volunteers. The primary function of both agencies has been to connect interested volunteers to meaningful experiences. From coordinating on-going volunteers to placing one-time volunteers, the City and United Way have been working together to help willing volunteers find opportunities to impact our community.

This grant will be managed by Cheryl Skafte, Volunteer Coordinator, for the City of Duluth. Ms. Skafte has been in her current position for 4.5 years, and has over 10 years of experience in the field. She has been an instructor on Volunteer Program Management for True North AmeriCorps and the University of Wisconsin-Superior – Continuing Education, Nonprofit Certification Program. Currently, she is an active trainer with the Minnesota Association for Volunteer Administration (MAVA) Volunteer Impact Leadership Training Series. She has had extensive experience working with CNCS on a state-level, including as a Program Coordinator with True North AmeriCorps. Additionally, she was a co-supervisor for a Minnesota GreenCorps member during the 2015-16 service year. As part of her role as the City of Duluth’s first Volunteer Coordinator, Ms. Skafte has worked diligently to create the policies, paperwork, processes, relationships and initiatives to best meet the needs of her community. During the 2016 season, Duluth Parks documented nearly 1,900 volunteers who donated 4,000 hours towards our internal service initiatives.

The implementation of the volunteer connector platform will be supported by Liz Pawlik, Volunteer Center Coordinator at Head of the Lakes United Way. Liz has been in her role at United Way for 3 years and supports the volunteer mobilization efforts of over 70 local agencies in United Way’s network. When she started her role as Volunteer Center Coordinator, she identified the need for a more efficient volunteer connection tool and managed the Volunteer Center’s transition from the Volunteer Solution’s platform to Galaxy Digital’s Get Connected. She provides technical support and training to agencies on the platform, as well as support for prospective community volunteers seeking opportunities.

Before submitting this proposal, tentative discussions with key partners took place. Overall, the feedback was positive for the creation of a central, online place for the submission, recruitment and placement of volunteers dedicated to our public places.

I think it would be a great boost in visibility for our respective projects and a super way to connect volunteers with a great outdoor project match!

Carla M.



Seems like it would be a benefit for organizations to be able to list their needs and have it known by volunteers as well as you as volunteer coordinator. It could bring in more volunteers if there was a greater online presence that the city has many volunteer opportunities. One benefit is that volunteers could look at a variety of options and choose what they are most interested.

Denette L.

The City of Duluth and United Way are uniquely positioned to make the activities detailed in this proposal a success. The United Way's Volunteer Center has a proven track record of success, and is a respected and known resource for volunteer connection. The City and United Way worked together on the details of this proposal, and we have begun tentative discussions with Galaxy Digital's Get Connected about the expansion of the online platform. Ms. Skafte and Ms. Pawlik both serve their organizations in full-time capacities. Additionally, the City of Duluth engages around 2-3 interns a year in the delivery of our service initiatives, and we place a full-time seasonal worker with the City's volunteer program to assist in overseeing volunteer activities and events.

Currently, the City of Duluth works informally with our partner organizations. This proposal will aim to formalize the process and better connect volunteers to available opportunities. We believe that the online platform will create efficiencies that will allow our current resources to go further. The City has a robust internal data collection process, and we will extend that process to our pilot cohort partners. The value-add for our partners includes a streamlined process to connect volunteers to their listed opportunities, access to our Tool Shed, and technical assistance from the United Way and the City.

Cost-Effectiveness and Budget Adequacy

The City of Duluth and the Head of the Lakes United Way will utilize the \$10,000 for five key aspects of program implementation:

1. Platform Development and Implementation (30%)
2. Public Awareness Campaign (20%)
3. Tool Shed Development (20%)
4. Staffing (20%)
5. Cohort Meetings (10%)

In-kind and cash resources have been identified which will exceed the required 40% match.

- In-kind Staff Resources – United Way Volunteer Center Program Coordinator, 0.03 FTE (estimated at 0.5 hour a week/40 weeks) = not to exceed \$1,000
- In-kind Staff Resources – City of Duluth Volunteer Coordinator, 0.05 FTE (estimated at 2 hour a week/40 weeks) = not to exceed \$3,000
- In-kind Intern – City of Duluth = \$375
- In-kind Budget Contribution – City of Duluth = \$1,500
- Grant Match – Duluth Legacy Foundation (Planned) = \$2,500

TIMELINE:

December 2016	Grant approval; Cash Match from City Budget Approved (\$1,500)
December 2016-September 2017	Weekly in-kind staff support for the implementation and delivery of activities and outcomes; United Way (estimated 0.5 hours / week of in-kind staff support); City of Duluth (estimated 2.0 hours / week of in-kind staff support) (\$4,000)
January 2017	Submit Grant Request to the Duluth Legacy Foundation (\$2,500)
April – August 2017	Intern Support on Program (\$375)



Performance Measures

Output: G3-3.2: Number of community volunteers managed by organizations or participants

Target: 450

Measured by: # of signed waivers

Described Instrument: Voluntary Waiver of Liability and Release Form

Output: G3-3.8: Hours of service contributed by community volunteers who were managed

Target: 1350

Measured by: Hours documented on signed waivers

Described Instrument: Voluntary Waiver of Liability and Release Form

Budget

Income	Grant Funds	Match (Grantee Share)	Total	Budget Notes (indicate source of match)
	\$10,000		\$10,000	MAVA/CNCS Volunteer Connectors Grant
		\$2,500	\$2,500	Duluth Legacy Foundation Grant (Planned)
		\$1,875	\$1,875	City of Duluth Cash Match
		\$3,000	\$3,000	In-Kind Staffing – City of Duluth Volunteer Coordinator (0.05 FTE/40 weeks)
		\$1,000	\$1,000	In-Kind Staffing – United Way Volunteer Center Program Coordinator (0.03 FTE/40 weeks)
	Total Income: \$18,375			
Expenses				
	\$3,000	\$0.00	\$3,000	Galaxy Digital Platform Development and Implementation, including agreement for service with United Way and Galaxy Digital
	\$2,000	\$4,375	\$6,375	Staffing Costs and Intern (in-kind and cash)
	\$2,000	\$500.00	\$2,500	Public Awareness Campaign
	\$2,000	\$3,500	\$5,500	Tool Shed Loan Program – Purchase of Quality Equipment and Tools for Volunteer Projects
	\$1,000	\$0.00	\$1,000	Cohort Meeting Development
Total Expenses	\$10,000	\$8,875	\$18,375	

Exhibit D, "GRANT PROVISIONS for SPECIAL GRANTS"

CORPORATION FOR NATIONAL & COMMUNITY SERVICE

GRANT PROVISIONS for SPECIAL GRANTS

Effective 6/1/14

These Corporation for National & Community Service (CNCS) Grant Provisions are binding on the grantee. By accepting funds under this grant, the grantee agrees to comply with, and include in all subgrants, these Provisions and all applicable federal statutes, regulations and guidelines, and any amendments thereto. The grantee agrees to operate the funded activities in accordance with the approved grant application and budget, supporting documents, and other representations made in support of the approved grant application. The term grantee is used to connote either grantee or subgrantee, as appropriate, throughout these Provisions.

A. CHANGES FROM THE PREVIOUS SPECIAL GRANT PROVISIONS

B. DEFINITIONS

C. GENERAL PROVISIONS

1. Statement of Purpose and General Responsibilities
2. Legislative and Regulatory Authority
3. Other Applicable Statutory and Administrative Provisions
4. Responsibilities Under Grant Administration
5. Financial Management Standards
6. The Office of Inspector General
7. Reporting of Fraud, Waste, and Abuse
8. Whistleblower Protection
9. Reporting Requirements
10. Program Income
11. Site Visits
12. Liability and Safety Issues
13. Criminal History Checks
14. Non-discrimination Public Notice and Records Compliance
15. Grant Products
16. Prohibition on Use of Funds
17. Budget and Programmatic Changes
18. Suspension or Termination of the Grant
19. Order of Precedence
20. Trafficking in Persons
21. Central Contractor Registration and Universal Identified Requirements
22. Transparency Act Requirements (for grants & cooperative agreements of \$25,000 or more)

D. ATTACHMENTS

1. Grant Program Civil Rights and Non-Harassment Policy

A. CHANGES FROM THE PREVIOUS SPECIAL GRANT PROVISIONS

Section C.4.b. – Added a subsection on Subawards

Section C.6. – Updated the OIG contact email

Section C.7. – Added the section on Reporting of Fraud, Waste, and Abuse

Section C.8. - Added the section on Whistleblower Protection

Section C.10. – Updated the citations for excess program income.

Section C.21. and 22. – Updated the citation for SAM.

Section D - Attachment – Replaced the 2013 Grant Program Civil Rights and Non-Harassment Policy with the 2014 version.

B. DEFINITIONS

For purposes of this grant, the following definitions apply:

- a. Act** means the National and Community Service Act of 1990, as amended by the Serve America Act (42 U.S.C. 12501 *et seq.*)
- b. Administrative Costs** are expenses associated with the overall administration of a program.
- c. Cognizant agency** means the federal agency coordinating audit and other fiscal requirements for those organizations with grants from multiple federal agencies.
- d. Corporation** means the Corporation for National and Community Service (CNCS) established under section 191 of the Act (42 U.S.C. 12651).
- e. Grantee** for the purposes of this agreement means the direct recipient or the subrecipient/site of this grant. The term subgrantee shall be substituted for the term grantee where appropriate. The grantee is legally accountable to CNCS for the use of grant funds and is bound by the provisions of the grant. Grantee is sometimes referred to as awardee.
- f. OMB** means the U.S. Office of Management and Budget, which issues uniform administrative, allowable cost, and audit requirements for the administration of federal grants and other agreements.
- g. Program** means a national service program carried out by the grantee through funds awarded by CNCS and carried out in accordance with federal requirements

and the provisions of this grant.

- h. Project** means an activity or set of activities carried out under a program that results in a specific, identifiable community service or improvement:
 - i.** That otherwise would not have been made with existing funds; and
 - ii.** That does not duplicate the routine services or functions of the organization to which the members are assigned.
- i. Subgrantee** refers to an organization receiving grant funds from a grantee of CNCS.

C. GENERAL PROVISIONS

1. STATEMENT OF PURPOSE AND GENERAL RESPONSIBILITIES

Except where CNCS reserves specific responsibility under the grant, all such responsibilities remain with the grantee.

All applicable provisions of the grant, including regulations and OMB circulars that are incorporated by reference, shall apply to any grantee or other organization carrying out activities under this grant.

2. LEGISLATIVE AND REGULATORY AUTHORITY

The National and Community Service Act of 1990, as amended by the Serve America Act, (42 U.S.C. 12501 *et seq.*, at §12653(d)) and the Domestic Volunteer Service Act of 1973, as amended, (42 USC 4950 *et seq.*, at §4993) authorizes CNCS to support and improve national service programs through a variety of activities. Grantees must comply with the requirements of the Act and its implementing regulations.

3. OTHER APPLICABLE STATUTORY AND ADMINISTRATIVE PROVISIONS

The following applicable federal cost principles, administrative requirements, and audit requirements are incorporated by reference:

- a. States, Indian Tribes, U.S. Territories, and Local Governments.** The following circulars and their implementing regulations apply to states, Indian tribes, U.S. territories, and local governments:
 - i.** OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments - 45 CFR Part 2541.
 - ii.** OMB Circular A-87, Cost Principles for State and Local Governments – 2 CFR Part 225.
 - iii.** OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations.

- b. Nonprofit Organizations.** The following circulars and their implementing regulations apply to nonprofit organizations:
 - i. OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations -- 45 CFR Part 2543 or 2 CFR Part 215.
 - ii. OMB Circular A-122, Cost Principles for Nonprofit Organizations – 2 CFR Part 230.
 - iii. OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations.
- c. Education Institutions.** The following circulars and their implementing regulations apply to education institutions:
 - i. OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations - 45 CFR Part 2543 or 2 CFR Part 215.
 - ii. OMB Circular A-21, Cost Principles for Educational Institutions - 2 CFR Part 220.
 - iii. OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations.

These documents can be found here:

www.whitehouse.gov/omb/financial_offin_circulars/.

- d. Other Applicable Statutes and Regulations.** The grantee must comply with all other applicable statutes, executive orders, regulations, and policies governing the grant, including, but not limited to, those cited in these Grant Provisions, the Grant Assurances and Certifications, and those cited in 45 CFR Parts 2541 and 2543.

4. RESPONSIBILITIES UNDER GRANT ADMINISTRATION

- a. Accountability of Grantee.** The grantee has full fiscal and programmatic responsibility for managing all aspects of the grant and grant-supported activities, subject to the oversight of CNCS. The grantee is accountable to CNCS for its operation of the grant and the use of CNCS grant funds. The grantee must expend grant funds in a judicious and reasonable manner, and it must record accurately the outcomes achieved under the grant. Although grantees are encouraged to seek the advice and opinion of CNCS on special problems that may arise, such advice does not diminish the grantee's responsibility for making sound judgments and does not shift the responsibility for operating decisions to CNCS.
- b. Subawards.** If authorized by CNCS, a grantee may make subawards in accordance with the requirements set forth in 45 CFR Part 2541 or 2 CFR Part 215 and 45 CFR Part 2543. The grantee must have and implement a plan for

oversight and monitoring to ensure that each subgrantee and service site has agreed to comply, and is complying, with grant requirements. This includes oversight and monitoring to ensure that AmeriCorps members are not engaging in prohibited activities in 45 CFR § 2520.65.

- c. **Notice to CNCS.** The grantee will notify the appropriate CNCS Program or Grants Officer immediately of any developments or delays that have a significant impact on funded activities, any significant problems relating to the administrative or financial aspects of the grant, or any suspected misconduct or malfeasance related to the grant or grantee. The grantee will inform CNCS official about the corrective action taken or contemplated by the grantee and any assistance needed to resolve the situation.
- d. **Notice to the CNCS's Office of Inspector General.** The grantee must notify the Office of Inspector General immediately of losses of federal funds or goods/services supported with federal funds, or when information discovered by someone at a program indicates that there has been waste, fraud or abuse, or any violation of criminal law in connection with the grant.

5. FINANCIAL MANAGEMENT STANDARDS

- a. **General.** The grantee must maintain financial management systems that include standard accounting practices, sufficient internal controls, a clear audit trail, and written cost allocation procedures, as necessary. Financial management systems must be capable of distinguishing expenditures attributable to this grant from expenditures not attributable to this grant. The systems must be able to identify costs by programmatic year and by budget category, and to differentiate between direct and indirect costs, or administrative costs. For further details about the grantee's financial management responsibilities, refer to OMB Circular A-102 and its implementing regulations (45 CFR Part 2541) or A-110 (2 CFR Part 215) and its implementing regulations (45 CFR Part 2543), as applicable.
- b. **Consistency of Treatment.** To be allowable under an award, costs must be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the organization. Furthermore, the costs must be accorded consistent treatment in both federally financed and other activities, as well as between activities, supported by different sources of federal funds.
- c. **Audits.** Grantee organizations that expend \$500,000 or more of total federal awards in a fiscal year shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act, as amended, 31 U.S.C. 7501, et seq., and OMB Circular A-133. If the grantee expends federal awards under only one federal program, it may elect to have a program specific audit, if it is otherwise eligible. A grantee that does not expend \$500,000 in federal awards is exempt from the single audit requirements of OMB Circular A-133 for that year.

However, it must continue to conduct financial management reviews of its subgrantees, and records must be available for review and audit.

A recipient of a federal grant that is a pass-through entity is required, in accordance with paragraph 400(d) of OMB Circular A-133, to do the following with regard to its subrecipients: (1) identify the Federal award and funding source; (2) advise subrecipients of all requirements imposed on them; (3) monitor subrecipient activities and compliance; (4) ensure subrecipients have A-133 audits when required; (5) issue decisions and ensure follow-up on audit findings in a timely manner; (6) where necessary, adjust its own records and financial statements based on audits; and (7) require subrecipients to permit access by the pass-through entity and auditors to records and financial statements, as necessary, for the pass-through entity to comply with A-133.

- d. Equipment and Supplies.** Equipment and supplies will be handled in accordance with OMB Circular A-102 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government or with 2 CFR Part 215 – Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations.

6. THE OFFICE OF INSPECTOR GENERAL

CNCS's Office of Inspector General (OIG) conducts and supervises independent and objective audits, evaluations, and investigations of CNCS's programs and operations. Based on the results of these audits, reviews, and investigations, the OIG recommends policies to promote economy and efficiency and to prevent and detect fraud, waste, and abuse in CNCS's programs and operations.

The OIG conducts and supervises audits of CNCS grantees, as well as legislatively mandated audits and reviews. The legislatively mandated audits include the annual financial statement audit, and fulfilling the requirements of the Government Information Security Reform Act and its successor, the Federal Information Security Management Act. A risk-based approach, along with input received from CNCS management, is used to select grantees and grants for audit. The OIG hires audit firms to conduct some of its audits. The OIG audit staff is available to discuss its audit function, and can be reached at (202) 606-9390.

The OIG is available to offer assistance to grantees that become aware of suspected criminal activity in connection with the program. Grantees should immediately contact OIG when they first suspect that a criminal violation has occurred. The OIG investigative staff is available to provide guidance and ensure that the appropriate law enforcement agency is notified, if required. The OIG may be reached by email at hotline@cncsoig.gov or by telephone at (800) 452-8210.

7. REPORTING OF FRAUD, WASTE, AND ABUSE

Grantees must immediately contact the OIG and their program officer when they first suspect that:

- a. a criminal violation has occurred (see 18 U.S.C. Part I for more information on criminal conduct - <http://www.gpo.gov/fdsys/pkg/USCODE-2012-title18/html/USCODE-2012-title18-partI.htm>), such as:
 - i. criminal fraud,
 - ii. theft or embezzlement,
 - iii. forgery, and
 - iv. corruption, bribery, kickbacks, or acceptance of illegal gratuities or extortion.
- b. Actual or suspected fraud, waste, or abuse has occurred.
 - i. Fraud involves obtaining something of value through willful misrepresentation.
 - ii. Waste involves the taxpayers not receiving reasonable value for money in connection with any government funded activities due to an inappropriate act or omission by players with control over or access to government resources.
 - iii. Abuse involves behavior that is deficient or improper when compared with behavior that a prudent person would consider reasonable and necessary business practice given the facts and circumstances. Abuse also includes misuse of authority or position for personal financial interests or those of an immediate or close family member or business associate.

8. WHISTLEBLOWER PROTECTION

- a. This grant and employees working on this grant will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
- b. Under this pilot program, an employee of a grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority (an arbitrary and capricious exercise of authority that is inconsistent with the mission of CNCS or the successful performance of a contract or grant of CNCS) relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

- c. The Grantee shall inform its employees in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described above and at <http://www.cn csoig.gov/contractor-whistleblower-protection-0#node-1001>.

9. REPORTING REQUIREMENTS

This section applies only to the grantee. The grantee is responsible for timely submission of periodic financial and progress reports during the project period and a final financial report and for setting submission deadlines for its respective subgrantees, if applicable, that ensure the timely submission of grantee reports.

- a. **Financial Reports.** The grantee shall complete and submit financial reports in eGrants to report the status of all funds. The grantee must submit timely cumulative financial reports in accordance with CNCS guidelines according to the following schedule:

<u>Due Date</u>	<u>Reporting Period Covered</u>
April 30	Start of grant through March 31
October 31	April 1 – September 30

All grantees must submit the Federal Financial Report (FFR) - Cash Transactions Report on a quarterly basis to the Department of Health and Human Services Payment Management System per the Electronic Funds Transfer Agreement.

- b. **Progress Reports.** The grantee shall complete and submit timely progress reports to include a summary of accomplishments during the reporting period. This includes reporting on the progress to date made by the grantee and subgrantees, if any, for that reporting period. The report is submitted through the appropriate electronic system. Individual program guidance determines the due date for the reports.
- c. **Requests for Extensions.** Each grantee must submit a financial report by the given dates. Extensions of reporting deadlines will be granted only when 1) the report cannot be furnished in a timely manner for reasons, in the determination of CNCS, legitimately beyond the control of the grantee, and 2) CNCS receives a written request explaining the need for an extension before the due date of the report.

Extensions of deadlines for financial reports may only be granted by the Office of Grants Management, and extensions of deadlines for progress reports may only be granted by the Program Office.

- d. **Final Financial Report.** A grantee must submit, in lieu of the last semi-annual financial report, a final financial report. These reports are due no later than 90 days after the end of the project period.

- e. **Other.** The grantee shall meet as necessary with the CNCS Program Official or with other staff or consultants designated by the CNCS Program Official to exchange views, ideas, and information concerning the project. The grantee shall submit such special reports as may be reasonably requested by CNCS.

10. PROGRAM INCOME

- a. **General.** Income, including fees for service earned as a direct result of the grant-funded program activities during the award period, must be retained by the grantee and used to finance the grant's non-CNCS share.
- b. **Excess Program Income.** Program income earned in excess of the amount needed to finance the grantee share must follow the appropriate requirements of 45 CFR § 2541.250, 45 CFR § 2543.24 or 2 CFR § 215.24, 2 CFR Part 225, 2 CFR Part 215, or 2 CFR Part 220, and be deducted from total claimed costs, or with approval from CNCS through a budget amendment be used to enhance the program (additive process). Grantees that earn excess income must specify the amount of the excess in the comment box on the financial report.
- c. **Fees for service.** When using assistance under this grant, the grantee may not enter into a contract for or accept fees for service performed by participants when:
 - i. The service benefits a for-profit entity;
 - ii. The service falls within the other prohibited activities set forth in these grant provisions.

11. SITE VISITS

CNCS reserves the right to make site visits to review and evaluate grantee records, accomplishments, organizational procedures and financial control systems, to conduct interviews, and to provide technical assistance as necessary.

12. LIABILITY AND SAFETY ISSUES

Liability Insurance Coverage. The grantee must have reasonable general liability insurance coverage for the organization, employees, and for individuals engaged in activities under the grant.

13. CRIMINAL HISTORY CHECKS

The specific requirements of the National Service Criminal History Check, including the timing and recordkeeping requirements, are specified at 45 CFR §§ 2540.200 - .207. You must retain a record of the NSOPW search and associated results either by printing the screen(s) or by some other method that retains paper or digital images of the NSOPW checks that shows the date the search was performed. Inability to demonstrate that you conducted an NSOPW or the required criminal history check, as specified in the regulations, may result in sanctions, including disallowance of costs.

14. NON-DISCRIMINATION PUBLIC NOTICE AND RECORDS COMPLIANCE

- a. **Public Notice of Non-discrimination.** The grantee must notify service recipients, community beneficiaries, applicants, program staff, and the public, including those with impaired vision or hearing, that it operates its program or its activity subject to the non-discrimination requirements of the applicable statutes. The notice must summarize the requirements, note the availability of compliance information from the grantee and CNCS, and briefly explain procedures for filing discrimination complaints with CNCS. Sample language is:

This program is available to all, without regard for race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination.

In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of CNCS. If you believe that you or others have been discriminated against, or if you want more information, contact:

(Name, address, phone number – both voice and TDD, and preferably toll free – FAX number and email address of the grantee) or

*Office of Civil Rights and Inclusiveness
Corporation for National and Community Service
1201 New York Avenue, NW
Washington, DC 20525
(800) 833-3722 (TTY and reasonable accommodation line)
(202) 565-3465 (FAX); eo@cns.gov (email)*

The grantee must include information on civil rights requirements, complaint procedures, and the rights of beneficiaries in handbooks, manuals, pamphlets, and post in prominent locations, as appropriate. The grantee must also notify the public in recruitment material and application forms that it operates its program or activity subject to the non-discrimination requirements. Sample language, in bold print, is **This program is available to all, without regard to race, color, national origin, disability, sex, age, political affiliation, or, in most instances, religion.** Where a significant portion of the population eligible to be served needs services or information in a language other than English, the grantee shall take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.

- b. **Records and Compliance Information.** The grantee must keep records and make available to CNCS timely, complete and accurate compliance information to allow CNCS to determine if the grantee is complying with the civil rights statutes and implementing regulations. When applicable, where a grantee extends

federal financial assistance to subgrantees, the subgrantees must make available compliance information to the grantee so it can carry out its civil rights obligations.

- c. Obligation to Cooperate.** The grantee must cooperate with CNCS so that CNCS can ensure compliance with the civil rights statutes and implementing regulations. The grantee shall permit access by CNCS during normal business hours to its books, records, accounts, staff, facilities, and other sources of information as may be needed to determine compliance.

15. GRANT PRODUCTS

- a. Sharing Grant Products.** To the extent practicable, the grantee agrees to make products produced under the grant available at the cost of reproduction to others in the field.
- b. Acknowledgment of Support.** Publications created with funding under the grant must be consistent with the purposes of the grant. The Corporation for National & Community Service logo shall be included on such documents. The grantee is responsible for assuring that the following acknowledgment and disclaimer appears in any external report or publication of material based upon work supported by this grant:

“This material is based upon work supported by the Corporation for National & Community Service (CNCS) under Grant No. _____. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, CNCS.”

16. PROHIBITION ON THE USE OF FUNDS

While charging time to this award, the grantee, and/or anyone acting under the supervision or authority of the grantee, may not engage in the following activities:

- a.** Attempting to influence legislation.
- b.** Organizing or engaging in protests, petitions, boycotts, or strikes.
- c.** Assisting, promoting, or deterring union organizing.
- d.** Impairing existing contracts for services or collective bargaining agreements.
- e.** Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive.

- f. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
- g. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials.
- h. Engaging in religious instruction; conducting worship services; providing instruction as part of a program that includes mandatory religious instruction or worship; constructing or operating facilities devoted to religious instruction or worship; maintaining facilities primarily or inherently devoted to religious instruction or worship; or engaging in any form of religious proselytization.
- i. Providing a direct benefit to:
 - i. A for-profit entity;
 - ii. A labor union;
 - iii. A partisan political organization;
 - iv. An organization engaged in the religious activities described in the preceding sub-clause (h), unless CNCS assistance is not used to support those religious activities; and
 - v. A nonprofit entity that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative.
- j. Providing abortion services or referrals for receipt of such services.
- k. Grant funds may not be used for international travel or projects where the primary beneficiaries of an activity are outside the United States.
- l. Such other activities as CNCS may prohibit.

Individuals may exercise their rights as private citizens and may participate in the above activities on their own initiative, on non-CNCS time, and using non-CNCS funds.

17. BUDGET AND PROGRAMMATIC CHANGES

- a. **Programmatic Changes.** The grantee must obtain the prior written approval of CNCS before making the following changes:
 - i. Changes in the scope, objectives or goals of the project, transfer of the project effort, or timeline whether or not they involve budgetary changes.
 - ii. Entering into subgrants or contracts for activities funded by the grant, but not identified or included in the approved application and grant budget.

- b. Budgetary Changes.** The grantee must obtain the prior written approval of CNCS's Office of Grants Management before deviating from the approved budget in any of the following ways:
- i.** Specific Costs Requiring Prior Approval Before Incurrence under OMB Circulars A-21 (2 CFR Part 220), A-87 (2 CFR Part 225), or A-122 (2 CFR Part 230). For certain cost items, the cost circulars require approval of the awarding agency for the cost to be allowable. Examples of these costs are overtime pay, rearrangement and alteration costs, and pre-award costs.
 - ii.** Purchases of Equipment over \$5,000 using grant funds, unless specified in the approved application and budget.
 - iii.** Unless the CNCS share of the award is \$50,000 or less, changes to cumulative and/or aggregate budget line items that amount to 10 per cent or more of the total budget must be approved in writing in advance by CNCS. The total budget includes both the CNCS and grantee shares. Grantees may transfer funds among approved direct cost categories when the cumulative amount of such transfers does not exceed 10 percent of the total budget.
- c. Approvals of Programmatic and Budget Changes.** CNCS's Grants officers are the only officials who have the authority to alter or change the provisions or requirements of the grant. Programmatic changes also require final approval of CNCS's Office of Grants Management after written recommendation for approval is received from the Program Office. The Grants Officers will execute written amendments, and grantees should not assume approvals have been granted unless documentation from the Grants Office has been received.

18. SUSPENSION OR TERMINATION OF THE GRANT

Regulations related to the CNCS's authority to suspend or terminate this grant are contained in 45 CFR § 2540.400. In addition, a grantee may suspend or terminate assistance to one of its subgrantees, provided that such action affords the subgrantee, at a minimum, the notice and hearing rights described in 45 CFR § 2540.400.

19. ORDER OF PRECEDENCE

Any inconsistency in the Grant Award shall be resolved by giving precedence in the following order: (a) applicable Federal Statutes, (b) applicable Federal Regulations, (c) CNCS Special Grant Provisions, (d) Grant Award, and (e) the approved grant application for federal assistance including all assurances, certifications, attachments, and pre-award negotiations.

20. TRAFFICKING IN PERSONS

This grant is subject to requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

- a.** Provisions applicable to a recipient that is a private entity.

- i. You as the grantee and your employees may not:
 - (a.) Engage in severe forms of trafficking in persons during the period of time that the grant is in effect;
 - (b.) Procure a commercial sex act during the period of time that the grant is in effect; or
 - (c.) Use forced labor in the performance of the grant.
 - ii. We as the federal awarding agency may unilaterally terminate this grant, without penalty, if it,
 - (a.) Is determined you have violated a prohibition in paragraph (a.)(i.) of this grant term; or
 - (b.) Has an employee who is determined by the agency official authorized to terminate the grant to have violated a prohibition in paragraph (a.)(i.) of this grant term through conduct that is either:
 - 1. Associated with performance under this grant; or
 - 2. Imputed to you using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 2200.
- b. Provisions applicable to a grantee other than a private entity. We, as the federal awarding agency, may unilaterally terminate this grant, without penalty, if it –
- i. Is determined to have violated an applicable prohibition of paragraph (a.)(i.) of this grant term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the grant to have violated an applicable prohibition in paragraph (a.)(i.) of this grant term through conduct that is –
 - (a.) Associated with performance under this grant; or
 - (b.) Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 2200.
- c. Provisions applicable to any grantee.
- i. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a.)(i.) of this grant term.
 - ii. Our right to terminate unilaterally that is described in paragraph (a.)(ii.) or (b) of this section:
 - (a.) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (b.) Is in addition to all other remedies for noncompliance that are available to us under this grant.
 - iii. You must include the requirements of paragraph (a.)(i.) of this grant term in any subgrant you make to a private entity.

- d. Definitions. For purposes of this grant term:
 - i. “Employee” means either:
 - (a.) An individual employed by you or a subgrantee who is engaged in the performance of the project or program under this grant; or
 - (b.) Another person engaged in the performance of the project or program under this grant and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third part as an in-kind contribution toward cost sharing or matching requirements.
 - ii. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - iii. “Private entity”:
 - (a.) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR §175.25.
 - (b.) Includes:
 - 1. A non-profit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR §175.25(b).
 - 2. A for-profit organization.
 - iv. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. §7102).

21. CENTRAL CONTRACTOR REGISTRATION (CCR) and UNIVERSAL IDENTIFIER REQUIREMENTS

- a. Requirement for Central Contractor Registration (CCR): Unless you are exempted from this requirement under 2 CFR §25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
- b. Requirement for Data Universal Numbering System (DUNS) Numbers. If you are authorized to make subawards under this award, you:
 - i. Must notify potential subrecipients that no entity (see definition in paragraph c. of this award term below) may receive a subaward from you unless the entity has provided its DUNS number to you.
 - ii. May not make a subaward to an entity unless the entity has provided its DUNS number to you.
- c. Definitions. For purposes of this award term:

- i. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <https://www.sam.gov/portal/public/SAM/>).
- ii. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - (a.) A Governmental organization, which is a State, local government, or Indian Tribe;
 - (b.) A foreign public entity;
 - (c.) A domestic or foreign nonprofit organization;
 - (d.) A domestic or foreign for-profit organization; and
 - (e.) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Subaward:
 - (a.) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - (b.) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ----.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations").
 - (c.) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- v. Subrecipient means an entity that:
 - (a.) Receives a subaward from you under this award; and
 - (b.) Is accountable to you for the use of the Federal funds provided by the subaward.

22. TRANSPARENCY ACT REQUIREMENTS (for Grants and Cooperative Agreements of \$25,000 or More)

Reporting Subawards and Executive Compensation:

- a. Reporting of first-tier subawards.
 - i. Applicability. Unless you are exempt as provided in paragraph d, below, of this award term, you must report each action that obligates \$25,000 or more in Federal funds for a subaward to an entity (see definitions in paragraph e. of this award term).
 - ii. Where and when to report.
 - (a.) You must report each obligating action described in paragraph (1.) (a.) of this award term to <http://www.fsrc.gov>.

- (b.) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
 - iii. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.
- b. Reporting Total Compensation of Recipient Executives.**
- i. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if--
 - (a.) the total Federal funding authorized to date under this award is \$25,000 or more;
 - (b.) in the preceding fiscal year, you received--
 - 1. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - 2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (c.) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - ii. Where and when to report. You must report executive total compensation described in paragraph (b.)(i.) of this award term:
 - (a.) As part of your registration profile at <https://www.sam.gov/portal/public/SAM/>.
 - (b.) By the end of the month following the month in which this award is made, and annually thereafter.
- c. Reporting of Total Compensation of Subrecipient Executives.**
- i. Applicability and what to report. Unless you are exempt as provided in paragraph (d.) of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if--
 - (a.) in the subrecipient's preceding fiscal year, the subrecipient received--
 - 1. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial

- assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards; and
- (b.) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- ii. Where and when to report. You must report subrecipient executive total compensation described in paragraph (c.)(i.) of this award term:
 - (a.) To the recipient.
 - (b.) By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. Exemptions. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. Definitions. For purposes of this award term:
 - i. Entity means all of the following, as defined in 2 CFR part 25:
 - (a.) A Governmental organization, which is a State, local government, or Indian tribe;
 - (b.) A foreign public entity;
 - (c.) A domestic or foreign nonprofit organization;
 - (d.) A domestic or foreign for-profit organization;
 - (e.) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 - ii. Executive means officers, managing partners, or any other employees in management positions.
 - iii. Subaward:
 - (a.) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - (b.) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see

Sec. ---- .210 of the attachment to OMB Circular A-133, ``Audits of States, Local Governments, and Non-Profit Organizations").

- (c.) A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- iv. Subrecipient means an entity that:
 - (a.) Receives a subaward from you (the recipient) under this award; and
 - (b.) Is accountable to you for the use of the Federal funds provided by the subaward.
- v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - (a.) Salary and bonus.
 - (b.) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - (c.) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - (d.) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - (e.) Above-market earnings on deferred compensation which is not tax-qualified.
 - (f.) Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

D. ATTACHMENTS

1. Grant Program Civil Rights and Non-Harassment Policy

Grant Program Civil Rights and Non-Harassment Policy

The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, 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 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 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 does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

I expect supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, to immediately take swift and appropriate action. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS 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 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.

5/1/2014
Date

SERVEMINNESOTA – Volunteer Generation Fund Grant Agreement

Executed on the _____ day of _____ 2017.

City of Duluth:

By: _____
Its Mayor

Approved:

By: _____
City Attorney

Attest:

By: _____
City Clerk

Countersigned:

By: _____
City Auditor

