

PUBLIC SAFETY COMMITTEE

11-0193R

RESOLUTION AMENDING AGREEMENT FOR SERVICES WITH DOMESTIC ABUSE INTERVENTION PROJECT, CITY CONTRACT NO. 21020, TO AMEND THE CONTRACT TO INCLUDE THE BUDGETED AMOUNT OF \$61,958.00 FOR A TOTAL CONTRACT AMOUNT OF \$82,571.15.

CITY PROPOSAL:

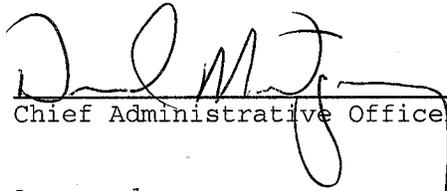
RESOLVED, that the proper city officials are hereby authorized to enter into a first amendment to city contract no. 21020, substantially in the form of Public Document No. _____, on file in the office of the city clerk, with domestic abuse intervention programs, a private non-profit corporation under the laws of the state of Minnesota as operator of the domestic abuse intervention project, for services related to the continuation of projects under the U.S. department of justice, office of violence against women, grants to encourage arrest policies and enforcement of protection orders program, which first amendment includes the budgeted amount of \$61,958.00, for a total contract amount not to exceed \$86,917.00, payable from Fund 215-200-2280-5310 (Duluth Police Grant Programs, Police, Violence Against Women Act 07-09).

Approved:



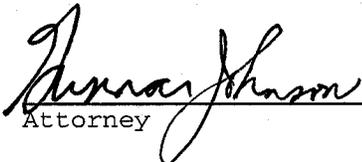
Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

DPD/ATTY TLL:dma 04/14/2011

STATEMENT OF PURPOSE: This resolution authorizes Amendment No. 1 to Agreement No. 21020 with Domestic Abuse Intervention Programs to include funding in the additional amount of \$61,958.00, which amount was included in the original budget

for this project, but which amount was not included in the Agreement and the parties would like to memorialize that this amount should be included in the Agreement.

FIRST AMENDMENT TO AGREEMENT
DOMESTIC ABUSE INTERVENTION PROJECT
OVW GRANTS TO ENCOURAGE ARREST POLICIES AND
ENFORCEMENT OF PROTECTION ORDERS

THIS FIRST AMENDMENT TO AGREEMENT NO. 21020, is entered into this ____ day of _____, 2011, by and between the CITY OF DULUTH, a municipal corporation, hereinafter referred to as "City," and DOMESTIC ABUSE INTERVENTION PROGRAMS, a private non-profit corporation under the laws of the State of Minnesota as operator of the "Domestic Abuse Intervention Project", hereinafter referred to as "Consultant".

WHEREAS, in 2009 the City received a supplemental grant from the U.S. Department of Justice, Office on Violence Against Women, which grant is on file with the City Auditor (Award No. 2007-WE-AX-0028), to continue to operate a Domestic Violence Response Team to improve the handling of domestic violence cases; and

WHEREAS, in 2009 the City and Consultant entered into an agreement whereby Consultant agreed to perform certain aspects of the project, which agreement bears City Contract No. 21020, and is hereinafter referred to as the "Agreement"; and

WHEREAS, the City and Consultant also entered into a Memorandum of Understanding which was executed by the parties on January 15, 2009, (the "MOU"), which MOU more particularly sets forth the responsibilities of Consultant; and

WHEREAS, under the terms of the Agreement and the MOU, the City agrees to reimburse Consultant for eligible expenses incurred in carrying out its responsibilities on a quarterly basis upon submittal of invoices in a form acceptable to the City Auditor; and

WHEREAS, a budget setting forth the maximum amount of eligible expenses subject to reimbursement by the City was attached to the Agreement and identified as Exhibit B (hereinafter the "Budget"); and

WHEREAS, the Budget listed four monetary amounts totaling \$86,917.00 as being the maximum amount available to Consultant as reimbursement for eligible expenses; and

WHEREAS, the Agreement setting forth the total amount available to Consultant inadvertently omitted the \$61,958.00 figure, thereby resulting in a maximum amount payable under the Agreement in the total amount of \$24,959.00, but which sum was deficient by \$61,958.00.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. That Consultant shall continue to provide the services as set forth under the terms of the Agreement and MOU.
2. That the maximum amount available to Consultant for reimbursement of eligible expenses as provided for in paragraph two of the Agreement is hereby corrected to include the omitted amount of \$61,958.00, payable from Fund 215-200-2280-5310, which amount shall be billed in accordance with the terms of the Agreement and MOU, and which amount shall bring the total amount payable under the Agreement as amended to \$86,917.00.
3. That in all other respects, the Agreement, as amended, together with all of its terms, covenants and conditions, is hereby confirmed in its entirety.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above shown.

CITY OF DULUTH

**DOMESTIC ABUSE INTERVENTION
PROGRAMS**

By _____
Mayor

By _____
Linda Riddle, Executive Director

Attest _____
City Clerk

Countersigned:

City Auditor

Approved:

City Attorney