PUBLIC SAFETY COMMITTEE

13-0396R

RESOLUTION AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO AGREEMENT FOR SERVICES BETWEEN THE CITY OF DULUTH AND THE CITY OF SUPERIOR TO EXTEND THE TERMINATION DATE TO JANUARY 30, 2014.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to execute a second amendment to the agreement for services between the city of Duluth and the city of Superior, whereby the city of Superior as fiscal agent of a 2011 Child Sexual Predator Program Grant from the Community Oriented Policing Services ("COPS") of the U.S. Department of Justice, provides reimbursement funding for one officer position with the city of Duluth police department; said second amendment substantially in the form of that on file in the office of the city clerk as Public Document No. _____, extending the termination date to January 30, 2014, reimbursement funds to be deposited in Fund Number 215-200-2203-4210-02 (Federal Pass through City of Superior Revenues).

Approved:

Department Director

Approved for presentation to council:

Chief Administrative Officer

Approved as to form:

Attorney

Approved:

Auditor

DPD/ATTY TLL:db 07/30/2013

STATEMENT OF PURPOSE: This resolution authorizes the proper city officials to execute a second amendment to the Agreement for Services between the city of

Duluth and the city of Superior entered into in December of 2011. Under the Agreement, the city of Superior, as fiscal agent of a 2011 Child Sexual Predator Program Grant from the Community Oriented Policing Services ("COPS") of the U.S. Department of Justice, provides reimbursement funding to enhance local law enforcement efforts. Pursuant to the terms of the grant, the grant monies are to be used in part to fund one police investigator position with the city of Duluth police department. This investigator supports the task force strategies to locate, arrest, and prosecute child sexual predators and exploiters, and to enforce state sex offender registration laws. The underlying grant period was extended from July 31, 2013 to January 30, 2014. This second amendment extends the termination date of the Service Agreement so that the Agreement runs concurrently with the grant period.

SECOND AMENDMENT TO
SERVICE AGREEMENT REGARDING
2011 CHILD SEXUAL PREDATOR PROGRAM GRANT
BETWEEN THE CITY OF SUPERIOR
AND THE CITY OF DULUTH

THIS SECOND AMENDMENT TO AGREEMENT, is entered into by and between the CITY OF SUPERIOR, a municipal corporation under the laws of the State of Wisconsin, hereinafter referred to as "Superior", and the CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "Duluth".

WHEREAS, Superior and Duluth entered into a Joint Powers Agreement under which the parties created the Lake Superior Forensic Technology & Internet Crimes Against Children Task Force ("Task Force") to coordinate efforts to apprehend and prosecute offenders who utilize digital technology; and

WHEREAS, under the terms of the Joint Powers Agreement Superior serves as the Coordinating Agency; and

WHEREAS, Superior was the recipient of a 2011 Child Sexual Predator Program Grant ("CSPP Grant" or "Grant") in the amount of $103,000 from the Community Oriented Policing Services ("COPS") of the U.S. Department of Justice, pursuant to which Superior is to act as fiscal agent for funds to be used between August 1, 2011 and July 31, 2013 to enhance local criminal justice and law enforcement efforts as are further described herein; and

WHEREAS, the parties hereto did enter into a Service Agreement memorializing the parties' respective rights and responsibilities under the Grant, which agreement is dated December 20, 2011 and bears City of Duluth Contract No. 21516, hereinafter referred to as "Agreement"; and

WHEREAS, the parties hereto did enter into a First Amendment to the Agreement in May of 2012 to include an additional $11,000 in grant funding that became available for overtime salary for the Duluth Police Department officer serving on the Task Force; and

WHEREAS, the grant period has been extended from July 31, 2013 to January 30, 2014; and

WHEREAS, the parties hereto desire to further amend the Agreement to extend the termination date to January 30, 2014 so that the Agreement runs concurrently with the grant period.

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

1. That Article IV of the Agreement is hereby amended to reflect a new termination date of January 30, 2014.
2. All reimbursement monies received pursuant to the Agreement shall be deposited in Fund Number 215-200-2203-4210-02 (Federal Pass through City of Superior Revenues).
3. Notices to the City of Duluth under Article XII of the Agreement shall be sent to: Chief of Police, City of Duluth, 2030 N. Arlington Avenue, Duluth, MN 55811.
4. That in all other respects, the Agreement, together with all of its terms and conditions, is hereby confirmed in its entirety.

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

CITY OF DULUTH, a Minnesota municipal corporation

By:_____
Its Mayor

Attest:

By:_____
City Clerk

Date:_____

Countersigned:

_____
City Auditor

Approved as to form:

_____
City Attorney

CITY OF SUPERIOR, a Wisconsin municipal corporation

By:_____
Its Mayor

By:_____
Its Chief of Police

Countersigned:

_____
Its City Clerk

Approved as to form and execution:

_____
City Attorney