PUBLIC SAFETY COMMITTEE

14-0055R

RESOLUTION AUTHORIZING THE CITY OF DULUTH POLICE DEPARTMENT TO ENTER INTO AN AGREEMENT WITH ST. LOUIS COUNTY TO SHARE THE COST OF A PUBLIC SAFETY GRANT COORDINATOR AND ACCEPTING REIMBURSEMENT FROM THE COUNTY IN THE AMOUNT OF 17,293.75 FOR THE YEAR 2014.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into an agreement with St. Louis County, by and through its sheriff's office, to share the cost of providing a public safety grant coordinator for the year 2014 in the amount of $17,293.75, said agreement to be substantially in the form of Public Document No. _____ on file in the office of the city clerk, reimbursement funds payable to Fund No. 110-160-1610-4260 (General, Police, Administration & Investigation - St. Louis County).

Approved:

Department Director

Approved for presentation to council:

Chief Administrative Officer

Approved as to form:

Attorney

Approved:

Auditor

DPD/ATTY TLL:de 01/14/2014

STATEMENT OF PURPOSE: This resolution authorizes the proper city officials to execute an agreement pursuant to which the St. Louis County Sheriff's Office will

continue to share in the cost of funding a public safety grant coordinator position with the City, paying the City $17,293.75 for the year 2014. This is a renewal of an agreement under which the grant coordinator will work with St. Louis County to apply for grants that may benefit St. Louis County to achieve its goals related to public safety, homeland security, emergency management and police and law enforcement.

AGREEMENT FOR PROFESSIONAL SERVICES

GRANT COORDINATOR

CITY OF DULUTH AND ST. LOUIS COUNTY

THIS AGREEMENT is by and between the CITY OF DULUTH, a municipal corporation, hereinafter referred to as "City", and ST. LOUIS COUNTY, MINNESOTA, by and through its Sheriff's Office, hereinafter referred to as "County".

WHEREAS, the City is a municipal corporation and political subdivision of the State of Minnesota that provides public safety and law enforcement services within its boundaries, in part through the City of Duluth Police Department; and

WHEREAS, the County is a political subdivision of the State of Minnesota that provides public safety and law enforcement services within its boundaries through its Sheriff's Office; and

WHEREAS, the City employs a Grant Coordinator for its Police Department, hereinafter referred to as "Grant Coordinator"; and

WHEREAS, the County desires to utilize the professional services of the City's Grant Coordinator to apply for grants that may benefit the County to achieve its goals related to public safety, homeland security, emergency management, and police and law enforcement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and County agree as follows:

ARTICLE I

Scope of Professional Services

A. Description of Work. The Grant Coordinator shall perform the services identified in the *Grant Coordinator Purpose, Functional Areas, and Job Requirements* attached hereto and made a part hereof as Exhibit A, and may provide other related professional services as agreed upon by the parties.

B. Minimum Qualifications. The individual employed as Grant Coordinator shall have the minimum qualifications identified in Exhibit A.

C. Work Standards. The City shall control the conduct and means of performing all work under this Agreement.

D. Location and Equipment. All services of the Grant Coordinator shall be performed at the City's Police Department, and the City shall supply all necessary equipment to provide County the professional services described in this Agreement.

ARTICLE II

Professional Fees and Payment

In consideration of the provision of the services referenced in Article I above in an acceptable manner, the County hereby agrees to reimburse City for said services at a rate of $17,293.75 annually to complete the services, payable immediately. All payments under this Agreement shall be made out to the City of Duluth and shall be deposited into City Fund 110-160-1610-4260.

ARTICLE III

Assignability

County and City shall not in any way assign or transfer any of their rights or interests under this Agreement in any way whatsoever.

ARTICLE IV

Term

This Agreement shall be deemed effective upon January 1, 2014, and shall remain in effect until December 31, 2014, unless terminated earlier as provided for herein.

ARTICLE V

Termination of Services

City or County may, by giving sixty (60) days written notice, terminate this Agreement without cause. In the event of termination all property and finished or unfinished documents and other

writings prepared by the Grant Coordinator under this Agreement shall become the property of the City, and all property and finished or unfinished documents and other writings prepared by the Gant Coordinator for the County shall become property of the County. Accordingly, both entities shall deliver same promptly to the other in the event of termination of services. The City is entitled to a pro rata share of the annual contract cost, reflecting compensation for services performed up to the date of termination of this Agreement.

ARTICLE VI

Standard of Performance

City agrees that all services to be provided to County pursuant to this Agreement shall be in accordance with the generally accepted standards of the profession for provision of services of this type as determined by the *Grant Coordinator Purpose, Functional Areas, and Job Requirements* attached hereto as Exhibit A.

ARTICLE VII

Records and Inspection

A. Establishment and Maintenance of Records

Records of the Grant Coordinator shall be maintained by City for a period of six (6) years after receipt of final payment under this project.

B. Accounting

All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

C. Reports and Information

City shall be responsible for furnishing to County records, data, and information as County may require pertaining to matters covered by this Agreement.

D. Audits and Inspections

City shall ensure that at any time during normal business hours and as often as County may deem necessary, there shall be made available to County for examination, all of its

records with respect to all matters covered by this Agreement. City will also permit County to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, conditions of employment, and other data relating to all matters covered by this Agreement.

E. Data Practices and Confidentiality

Both City and County agree to comply with the Minnesota Data Practices Act, Minnesota Statutes Chapter 13. However, all reports, data, information, documentation and material given or prepared by the City pursuant to this Agreement will not be released by the City without prior authorization from County except as required for the performance of Grant Coordinator's services or as required by law.

F. Ownership of Data

All notes, reports, records and other data prepared under this Agreement shall become the property of City upon completion or termination of the services of Grant Coordinator.

ARTICLE VIII

Independent Contractor

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting Grant Coordinator as an agent, representative or employee of County for any purpose or in any manner whatsoever. Grant Coordinator shall not be considered an employee of the County. Grant Coordinator shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Worker's Compensation, Unemployment Insurance, disability pay or severance pay from County.

ARTICLE IX

Civil Rights Assurances

City and County hereby covenant and agree that:

A. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.

B. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.

ARTICLE X

Rules and Regulations

City and County agree to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota, and County and City and their respective agencies which are applicable to its activities under this Agreement.

ARTICLE XI

Notices

Notice to City or County provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

City: Chief of Police
City of Duluth
2030 N. Arlington Ave.
Duluth, MN 55811

County: St. Louis County Sheriff
St. Louis County Sheriff's Office
100 North 5th Avenue West
Duluth, MN 55802

ARTICLE XII

Waiver

Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.

ARTICLE XIII

Applicable Law

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

ARTICLE XIV

Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.

ARTICLE XV

Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

[Remainder of page left intentionally blank, signature page to follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

CITY OF DULUTH, a Minnesota municipal corporation

By_____
Mayor
Dated_____

Attest_____
City Clerk
Dated_____

Countersigned:

_____
City Auditor
Dated_____

Approved as to form:

_____
City Attorney
Dated_____

ST. LOUIS COUNTY, a Minnesota County

By_____
Sheriff
Dated_____

EXHIBIT A

GRANT COORDINATOR

PURPOSE: Develop and coordinate grant-funded programs and projects.

FUNCTIONAL AREAS:

1. Research and write grant applications.

* A. Survey and continuously monitor needs relative to available funding sources.
* B. Conduct meetings to identify and prioritize project needs.
* C. Provide information, research, analysis, written reports and recommendations to management as needed.
* D. Identify agencies and community organizations relevant to the grant project, and solicit their support, input, and participation as appropriate.
* E. Research grant-making organizations and analyze them to identify likely funding sources for specific projects and programs.
* F. Compile and write grant applications.
* G. Write or supervise writing of proposals, budgets, reports, and other ancillary materials.
* H. Review and edit draft applications for accuracy, completeness and clarity.
* I. Submit grant applications in accordance with grant requirements.
  J. Obtain feedback for proposals that are not funded and redraft for resubmission as appropriate.

2. Manage existing grants.

* A. Coordinate and plan program activities to ensure program efficiency, effectiveness, and grant compliance.
* B. Develop internal reporting systems.
* C. Review project status and revenues and expenditures to ensure proper expenditures are made for grant projects.
* D. Resolve issues and conflict with funding agencies.
* E. Prepare and submit quarterly or annual reports as required by granting agencies.
  F. Perform other related duties as assigned.

JOB REQUIREMENTS

<u>Education & Experience Requirements</u>

† A. A four-year degree in a communications, business administration, social science, or other research-based field plus two (2) years of verifiable, successful grant writing experience.

<u>Knowledge Requirements</u>

† A. Knowledge of research principles and methods.

† B. Knowledge of budget development and monitoring methods.
† C. Knowledge of the grant application process.

† D. Knowledge of grant writing principles and techniques.

Skill Requirements

† A. Excellent organizational skills.
† B. Excellent written and oral communication skills.
† C. Public speaking skills.
† D. Computer skills including word processing, desktop publishing, and spreadsheets.

Ability Requirements

† A. Ability to collect data, analyze findings and make recommendations.
† B. Ability to develop, write, and implement strategic plans.
† C. Ability to prepare concise and effective oral and written reports and presentations.
† D. Ability to work under pressure to meet deadlines for grant application.
† E. Ability to take initiative and to utilize innovative techniques in preparing grant applications.
† F. Ability to establish and maintain effective working relationships with administrators, staff, funding organizations, community groups and the general public.
† G. Ability to read, interpret and apply laws, rules, and regulations.
† H. Ability to plan, prioritize and coordinate multiple projects.
† I. Ability to transport, usually by lifting and carrying, materials and equipment weighing up to 25 pounds per load for presentations.
† J. Ability to attend community meetings.
† K. Ability to attend work on a regular basis.

*Essential functions of the position
† Job requirements necessary on the first day of employment