



City of Muscatine



MUSCATINE CITY COUNCIL

Agenda Item Summary – Regular Meeting

Date October 21, 2021

STAFF

Jodi Royal-Goodwin, Community Development Director

SUBJECT

Request to Approve a revised Agreement with the Community Foundation of Greater Muscatine and Muscatine County

EXECUTIVE SUMMARY

At their September 16 meeting, City Council approved an Agreement with the Community Foundation of Greater Muscatine and Muscatine County for a Collaborative Partnership to Establish a Community Grant Writer Position. Subsequently the County requested additional language clarifying the public purpose be added. The revised Agreement includes the requested language, all other conditions remain substantially unchanged.

STAFF RECOMMENDATION

Staff recommends approval of the Agreement with the Community Foundation of Greater Muscatine and Muscatine County.

BACKGROUND/DISCUSSION

There are a number of grant opportunities that support local goals and needs that the City is unable to pursue due to on-going workloads. Creating a dedicated grant writing position is anticipated to substantially increase resources available for community initiatives. Funding was allocated during the budget process for a grant writer within an external agency that would support community work. The County and Foundation indicated they would benefit from such services, and the three entities have agreed to collaboratively fund the position to further identified community goals.

In addition to identifying how the position will be funded, how grant opportunities will be prioritized, and the responsibilities of the grant writer, the attached revision to the Agreement clarifies how dedicating funding to this initiative meets a public purpose. The City, County and Foundation have each allocated \$25,000 to the grant writer position.

The grant writer will be an employee of the Foundation with a committee representing the three funding entities overseeing the identification and prioritization of funding opportunities to be pursued. This Agreement will begin November 1, 2021, and remain in effect for 12 months. Renewal and

additional funding of the position will be reviewed during the budget process and dependent upon outcomes and needs.

CITY FINANCIAL IMPACT

Funding for this Agreement is included in the City's adopted FY22 budget; there is no additional financial impact of this action.

ATTACHMENTS

Agreement for Collaborative Partnership to Establish a Community Grant Writer Position

**AGREEMENT FOR COLLABORATIVE PARTNERSHIP
to Establish a Community Grant Writer Position**

by and between

The City of Muscatine, Iowa,
Muscatine County, Iowa,
and the Community Foundation of Greater Muscatine

This Agreement is entered into between the City of Muscatine, Iowa, an Iowa municipal corporation (hereinafter "City"), Muscatine County (hereinafter "County") an Iowa County and the Community Foundation of Greater Muscatine (hereinafter "CFGM"), an Iowa not-for-profit organization organized in the State of Iowa, on the 11th day of October, 2021, for the purpose of establishing a collaborative partnership in support of a Community Grant Writer position (hereinafter "Agreement").

WHEREAS, strategic priorities of the parties hereto are often overlapping and mutually beneficial; and

WHEREAS, an increase of resources available to address identified strategic priorities would benefit the parties hereto and residents throughout the County; and

WHEREAS, the parties hereto desire to enter into this Agreement in an effort to coordinate and thereby access funds on an immediate basis and to thereafter determine their respective benefits from this Agreement and adjust the Agreement terms at that time.

IN EXCHANGE FOR VALUABLE AND ADEQUATE CONSIDERATION, which ALL parties acknowledge and agree, exists at this time and for their respective benefits, it is hereby agreed as follows:

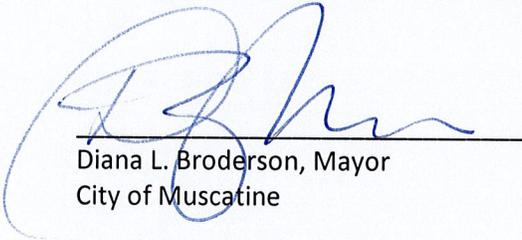
1. **Receipt of Funds.** The City, County, and CFGM each agree to allocate \$25,000 for a twelve (12) month period beginning November 1, 2021 to CFGM and for use as directed within this Agreement. Funding in future years would be re-evaluated and discussed within the first year of this Agreement and based on completion of established performance targets and other conditions as are further outlined herein. Any additional or future funding obligations, if any, will be determined at the sole discretion of the individual parties at a future date.
2. **Use of Funds.** As a condition of the receipt of the funds set forth in paragraph 1, CFGM agrees to expend such funds pursuant to the following:
 - A. Funds shall be used for salary, benefit, equipment, space and other operational expenses, travel, and training expenses related to the Community Grant Writer position (hereinafter "Grant Writer").
 - B. All such funds shall be used in conformance with all applicable federal, state and local laws and shall not be used so as to violate any laws, regulations or codes applicable to governmental entities for employment.
 - C. CFGM will provide a quarterly accounting of all "funds and expenditures" under the terms of this Agreement.
 - D. Any funds necessary or needed beyond the \$25,000 will be paid solely by CFGM, unless either the City or the County elects to further contribute and then only after they have investigated and determined the benefit to their respective citizens.

3. **Position Establishment.**
 - A. **Employment.** The Grant Writer position will be established as an employee of the CFGM, and in no way shall be construed as an employee of the City or County. CFGM agrees to indemnify and hold the City and County harmless, including defense costs, attorney's fees, expenses and related costs, and then from all claims that may arise because of the Grant Writer's employment by CFGM.
 - B. **Supervisory and Managerial Control.** One (1) representative from the City, County, and CFGM, hereinafter to be known as the "Grant Collaborative", will establish performance targets for the position. Performance targets will be reviewed by the Collaborative on a semi-annual basis. The initial representatives of the Grant Collaborative are identified as Jodi Royal-Goodwin, City; Santos Saucedo, County; and Charla Schafer, CFGM.
4. **Grant Identification.** As a condition of the receipt of the City, County, and CFGM funds as set forth in paragraph I, the parties hereby agree to abide by the following terms and conditions:
 - A. The parties will utilize a prioritization matrix that aligns with community priorities that are mutually established and agreed upon, at least semi-annually, and which will serve as a mechanism to filter grant application opportunities in alignment with timing deadlines and priorities. Grants opportunities may be brought forward for consideration by any of the parties and/or the Grant Writer.
 - B. Grant priorities shall include, collaborative, upstream opportunities including, but not limited to the following:
 - a. Creation of or improvement in housing
 - b. Economic development via attraction, retention and/or expansion of businesses and workforce
 - c. Expansion or enhancement of educational workforce training and upskilling
 - d. Expansion or enhancement of health care services and/or facilities
 - e. Other public purposes that promote the general welfare and prosperity of the community including meeting the challenges of increasingly complex, social, economic, equity, and technological opportunities.
 - C. Grants requiring matching funds, prior to or subsequent to award will be evaluated and identified on a case-by-case basis, with communication and agreement by all the parties. When required or appropriate such applications will be brought before the appropriate governing body (ies) for approval prior to submission.
 - D. Grants may be written under the fiscal sponsorship of any of the parties, but only with prior consent received through the appropriate member of the Grant Collaborative.
5. **Grant Writer Responsibilities:** The Grant Writer is responsible for marshalling resources to our community by researching, drafting, and submitting grant proposals and CFGM

acknowledges and agrees that they will hire a duly qualified and capable Grant Writer. The following is a general summary of the Grant Writer's responsibilities:

- A. Developing relationships and collaborating with the Grant Collaborative and key stakeholders.
 - B. Maintaining proficient knowledge of community priorities, data, and programs.
 - C. Identifying grant funding opportunities.
 - D. Writing, submitting, and managing grant proposals.
 - E. Furnishing prospective funders with supporting documents.
 - F. Facilitate collaborative meetings to measure compliance during grant terms.
 - G. Manage compliance, documentation and reporting on grants received.
 - H. Compiling an annual activity report.
 - I. Maintaining records.
 - J. Others duties and responsibilities as may be discussed and assigned by the Grant Collaborative and which serve the interests of the citizens of Muscatine County.
6. **Retention and Access to Records.** CFGM will give any authorized representative of the City or County access to, with reasonable notice, the right to examine all records related to the expenditure of the City or County payments. CFGM shall keep financial records and all other records pertaining to these funds for a minimum of five (5) years. The City, County, and CFGM agree to maintain files, correspondence and other information confidential and in accordance with the Health Insurance Portability and Accountability Act (HIPAA) requirements.
7. **Payments.** The City and County shall each send funds to CFGM within ninety (90) days of the contract start date identified above. City and County retain the authority to demand a refund or withhold future payments if it is determined the proposed or continued use of the funds violates the terms of this Agreement, any applicable law, or is contrary to the appropriate use of public funds.
8. **Assignment.** CFGM shall not voluntarily or by operation of law assign, hypothecate, give, transfer, mortgage, sublet, license, or otherwise transfer or encumber all or part of its rights, duties, or other interests in this Agreement or the proceeds thereof without the prior written consent of the City, County, and CFGM. Any attempt to make an assignment in violation of this provision shall be a material default under this Agreement and any assignment in violation of this provision shall be null and void.
9. **Miscellaneous.** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of Iowa. This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Any dispute herein by one (1) or more of the parties shall be submitted to binding arbitration and then within thirty days (30) of the submission of written request by one or more of the parties to the Grant Collaborative.

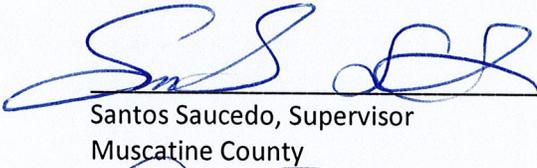
10. **Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement.



Diana L. Broderson, Mayor
City of Muscatine

10/21/21

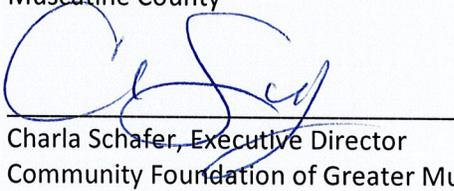
Date: October __, 2021



Santos Saucedo, Supervisor
Muscatine County

10/11/2021

Date: October 11, 2021



Charla Schafer, Executive Director
Community Foundation of Greater Muscatine

11/16/21

Date: October __, 2021