



# City of Muscatine

ITEM NUMBER 2023-0028

## AGENDA ITEM SUMMARY

DATE: 1/19/2023

### STAFF

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Jodi Royal-Goodwin, Community Development Director

### SUBJECT

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Request to Approve FY23 Community Grant Writer Agreement. This Agreement provides \$26,400 to support the grant writer position through June 30, 2023.

### EXECUTIVE SUMMARY

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Presented for Council consideration is a request to approve the FY23 Community Grant Writer Agreement. This Agreement provides \$26,400 to support the grant writer position through June 30, 2023.

### STAFF RECOMMENDATION

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Staff recommends approval of the Agreement.

### BACKGROUND/DISCUSSION

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Recognizing 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, Council approved the first Community Grant Writer Agreement at the September 16, 2021 meeting. The position is funded in partnership with Muscatine County and the Community Foundation of Greater Muscatine. Each partner committed \$25,000 for the service to be provided for the Fiscal Year.

Council approved the first Community Grant Writer Agreement at the September 16, 2021 meeting, committing \$25,000 for the service to be provided by the Community Foundation of Greater Muscatine. An amendment to the Agreement was approved October 21, 2021, to incorporate language requested by the County Attorney. This Amendment also changed the effective date of the Agreement to November 1.

Over the first year of this collaborative effort, the Community Grant Writer received awards totaling \$3.8 million for housing and infrastructure projects and 8 additional grant applications worth \$7 million in additional funding have been submitted. Four applications have been submitted but were not funded.

This contract continues the grant writer services through FY23. The Foundation was only

requesting funds upon submission of grants, a number of which were not submitted until after the contract term ended. Due to this timing issue, the County requested these costs be incorporated into the FY23 Agreement starting November 1. As a result, only \$9,400 of the \$25,000 was invoiced under the FY22 contract. This contract for \$26,400 includes reimbursement for grants submitted after October 31 and work done through June 30, 2023.

#### **CITY FINANCIAL IMPACT**

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Council allocated \$25,000 in ARPA funds to support the Community Grant Writer in FY23. The \$1,400 in additional funding will be from those not expended under the FY22 contract.

#### **ATTACHMENTS**

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1. FY23 Grant Writer Agreement
2. Copy of Grant Writer report for County January (1)

**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, 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 \$26,400 for an e i g h t (8) month period beginning November 1, 2022 and ending on June 30, 2023 to CFGM and for use as directed within this Agreement. 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 one report of activity, as well as a billing invoice in the amount of \$26,400.

- D. Any funds necessary or needed beyond the \$26,400 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.

4. **Grant Identification.** As a condition of the receipt of the City, County, and CFGM funds as set forth in paragraph 1, 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 or qualifying collaborative party, 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. Facilitating collaborative meetings to measure compliance during grant terms.
  - G. Compiling a semi-annual activity report.
  - H. Maintaining appropriate records.
  - I. 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.



01/09/23  
Date

Muscatine County



Bradley Bark (Feb 6, 2023 16:47 CST)

Feb 6, 2023

Date

City of Muscatine



12-21-22

Date

Community Foundation of Greater Muscatine

# COMMUNITY GRANT WRITER

Leveraging partnerships in Muscatine County to maximize impact.

Muscatine County | City of Muscatine | Community Foundation of Greater Muscatine

Since January 15, 2022, the grant writer has been responsible for:

- Learning about community issues and priorities
- Evaluating 180+ funding opportunities
- Creating 18 proposals for a variety of funders
- Convening an area Grant Writers Network
- Building a community data repository
- Building relationships with funders and partners

**Awarded \$2 million from the U.S. Department of Transportation**

**Awarded \$1.89 million from the Iowa Finance Authority**

## Community Priority Areas



**Housing**



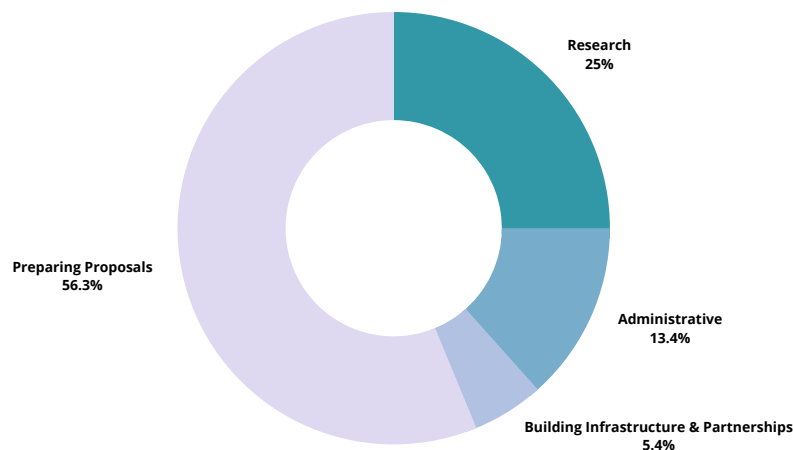
**Economic Development**



**Health Care**



**Educational Workforce Training**



**Over \$17.4 million in funding requested**



Be a community leader and driver of change



Collaborate with area partners



Apply for grants across public & private sources



Evaluate & research opportunities