

SERVICE AGREEMENT
DULUTH LEGACY ENDOWMENT FUND
OF THE DULUTH SUPERIOR AREA COMMUNITY FOUNDATION
COMMUNITY PARKS & RECREATION PROGRAM

This agreement defines the conditions and services by which the Duluth Superior Area Community Foundation (the "Community Foundation") will provide grantmaking administration, support, and advisory services to a Community Parks and Recreation Program (the "Parks Program") designated by the City of Duluth for the purpose of funding neighborhood-based "park enhancements and recreation services."

The term of this Agreement shall commence upon execution hereof by all parties and shall terminate one year from the commencement date. Notwithstanding the above, any party can terminate this Agreement without cause upon thirty days' written notice to the other parties.

Proposals to the Parks Program will be received and processed by Community Foundation staff who will convey the proposals to a Parks and Recreation Grants Committee, composed of representatives from the Community Foundation, the City of Duluth Parks and Recreation Commission, and the City of Duluth Parks and Recreation Division. The Review Committee will review the proposals and forward final recommendations to the City of Duluth Administration and the Duluth City Council for approval.

Grant making guidelines for the Parks Program will be developed by the Community Foundation and City of Duluth staff. Administration of the Community Parks and Recreation Program shall be supported by the Community Foundation, in accordance with the terms of this agreement, and any amendments agreed upon by the City of Duluth, and the Community Foundation.

It is our understanding that the Community Foundation will undertake the following services:

- a) Communicate grant opportunity to potential grant applicants;
- b) Develop and administer grant processing policies, forms, procedures, and reports required of grant applicants and recipients;
- c) Respond to calls from neighborhood groups seeking assistance in the completion of application materials and guidance on crafting a strong proposal;
- d) Complete due diligence evaluation of submitted applications;
- e) Convey compiled applications with supporting materials to the Parks and Recreation Division;
and

f) Prepare and submit all reports required by law.

Charges will be billed to the City of Duluth on the basis of the actual hourly time expended by the Community Foundation program staff on grant administration under this Agreement, up to 2.5% of total grants distributed in the Contract Term, but not to exceed a total contract amount of \$2,500, payable from Fund 205-130-1219-5310 (Parks, Community Resources, Parks Operating, Contract Services).

The Community Foundation must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the City of Duluth under this Service Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the Community Foundation under this contract. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by the Community Foundation. If the Community Foundation receives a request to release the data referred to in this clause, the Community Foundation must immediately notify the City of Duluth and consult with the City of Duluth as to how the Community Foundation should respond to the request. The Community Foundation's response to the request must comply with applicable law.

City of Duluth

By: _____
Mayor

Date _____

Attest: _____
City Clerk

Date _____

Countersigned:

City Auditor

Date _____

Approved as to form:

City Attorney

Date _____

Duluth Superior Area Community Foundation

By:

Holly C. Sampson
President

Date _____