CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: **DATE: April 06, 2015**

Resolution approving a three (3) year continuation of a 28E Agreement between the City of West Des Moines and the West Des Moines Community School District for the Youth Justice Initiative ("YJI") Program.

FINANCIAL IMPACT:

The City will pay 25% of the cost of the program for 2014-2015, which equals $25,926.00. The City will also pay $25,926.00 in 2015-2016 and in 2016-2017, unless the City approves a timely budget increase request initiated by the Consultant, Claudia Henning through the Chief of Police.

BACKGROUND:

The resolution approves and authorizes the execution of a 28E agreement with the West Des Moines School District to assign responsibilities for the YJI program and to cooperate in funding the YJI for 2014-2015, 2015-2016, and 2016-2017. This program services youth identified by the program within the City and the School District and provides restorative justice services. The program is housed and administered through the West Des Moines Police Department. The City contracts for a coordinator to run the project. Under the agreement, the City would pay for 25% ($25,926.00) of the cost of the program, and the School District will pay for 75% ($77,778.00) of the cost of the program with an At-Risk Allowable Growth Grant. The City and School budget for 2014-2015 equals $103,704.00, and will remain the same for the following two (2) fiscal years unless and until the Consultant timely requests a budget increase, which would then have to be approved by the City and School.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approve the 28E Agreement to continue the City's relationship with the West Des Moines Community School District for the Youth Justice Initiative through June 30, 2017.

Lead Staff Member: Jason B. Wittgraf, Assistant City Attorney

STAFF REVIEWS

Department Director	Shaun E. LaDue, Chief of Police
Appropriations/Finance	
Legal	Richard Scieszinski, City Attorney
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Public Safety		
Date Reviewed	April 03, 2015		
Recommendation	Yes		

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A CHAPTER 28E AGREEMENT BY AND BETWEEN THE CITY OF WEST DES MOINES AND WEST DES MOINES COMMUNITY SCHOOL DISTRICT FOR THE YOUTH JUSTICE INITIATIVE PROGRAM

WHEREAS, the City of West Des Moines (West Des Moines) and the West Des Moines Community School District desire to continue their agreement for the Youth Justice Initiative Program to provide restorative justice services for youth in the West Des Moines School District and City; and

WHEREAS, their agreement defines the responsibilities and financial obligations of the parties in order to provide this program; and

WHEREAS, it is in the best interest of the community to continue to support this program; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA,

1. The Agreement for the Youth Justice Initiative between the City of West Des Moines and the West Des Moines Community School District is hereby approved.

2. The Mayor is authorized to sign the 28E Agreement for the Youth Justice Initiative and the City Clerk is directed to attest to the Mayor's signature on the Agreement.

PASSED AND APPROVED this 6th day of April, 2015.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson
City Clerk

Prepared by: Jason B. Wittgraf, Assistant City Attorney, PO Box 65320, West Des Moines, IA 50265-0320 (515) 222-3613
Return to: City Clerk, City of West Des Moines, PO Box 65320, West Des Moines, IA 50265-0320

SPACE ABOVE THIS LINE FOR RECORDER

West Des Moines Community School District
City of West Des Moines, Iowa
Youth Justice Initiative Chapter 28E Agreement

This agreement for the Youth Justice Initiative ("YJI") is entered into between the West Des Moines Community School District ("School") and the City of West Des Moines ("City").

WHEREAS, the School and City have established a relationship for the YJI through the West Des Moines Community School District and the West Des Moines Police Department. The YJI provides a restorative justice program for youth who have committed criminal offenses.

NOW, THEREFORE, BE IT REMEMBERED that in consideration of the mutual promises, covenants, and considerations herein contained and for the benefit of the public, the School and City have entered into the following agreement pursuant to Chapter 28E of the Code of Iowa as set out herein:

I. PURPOSE

The purpose of this Agreement is to provide a restorative justice process by the West Des Moines Police Department Youth Justice Initiative to serve youth as identified by YJI protocol; to provide for the payments for these services; and to assign responsibilities amongst the parties to this Agreement for delivery of this program. This Agreement is a voluntary undertaking of the parties. It is not the intent of the City or School to create a new legal entity by this Agreement.

II. DURATION

1. This Agreement shall be approved by the respective governing bodies of the City and School. Said approval shall be by resolution. Said resolution shall authorize the Mayor and President of the Board of Education to execute this Agreement on behalf of those parties. Upon approval by each party, as provided herein, the Agreement shall be filed with the Secretary of State of Iowa. The Agreement will be in effect upon the completion of such filings.

2. Unless otherwise extended or amended by agreement of the parties, this Agreement commenced on July 1, 2014, and will expire on June 30, 2017.

III. ADMINISTRATOR

No separate entity is created by the Agreement. Pursuant to Iowa Code Section 28E.6, the West Des Moines Chief of Police shall be the administrator of this agreement and the YJI program.

IV. SERVICES AND RESPONSIBILITY

1. The YJI program shall be primarily housed and administered out of the West Des Moines Law Enforcement Center at 250 Mills Civic Parkway. Working and meeting space for the coordinator and any equipment deemed necessary for the success of the program shall be supplied by the West Des Moines Police Department.

2. The City will contract for YJI services with a program coordinator and the City will be responsible for the oversight of the contract. The YJI coordinator will manage and direct the program. The coordinator shall be responsible for the satisfactory administration of the program and the monitoring of juvenile offenders who are accepted into the program. The program coordinator shall be responsible for the contracting for additional services, if needed, and supervising any such contracts.

3. The duties of all YJI personnel shall be set forth in their respective service contracts which are incorporated herein by reference. Any substantive changes to these service contracts shall be pre-approved by the Chief of Police and the Chief Financial Officer for the School.

4. The YJI program coordinator shall create and maintain case files on all juveniles accepted into the program, whether or not they successfully complete the program. On a bi-annual basis, the coordinator shall also distribute an analysis report on program activity and case progress and status of involved juveniles. All records and files relating to the YJI program shall be physically stored and maintained at the West Des Moines Law Enforcement Center. The City in conjunction with the police department shall document, track, and report all financial transactions relating to YJI.

5. The YJI coordinator will provide consultation to the School should the School desire to implement and/or expand restorative justice services within the district.

V. FINANCIAL AGREEMENT

1. The School, through the At-Risk Allowable Growth Grant, will be responsible for seventy-five percent (75%) of the budgeted amount of $103,704.00 for the Youth Justice Initiative program in the fiscal years of 2014-2015, 2015-2016, and 2016-2017. The City will be responsible for twenty-five percent (25%) of the budgeted amount. It shall be the responsibility of the YJI coordinator to submit any requests for budget increases to the City and School by September 30 of any given year. If

approved by the City and School, then the budget increase would be included in the next fiscal year budget. For purposes of this Agreement, the School and City acknowledge that there may supplemental funding in addition to the budgeted amount from outside sources, which shall be determined on a yearly basis.

2. On or about July 1 of each year, the City will remit to the School twenty-five percent (25%) of the budgeted amount ($25,926.00) and on or about August 1 of each year, the School will remit to the City one-hundred percent (100%) of the budget ($103,704.00). The City will then use these funds to pay the costs and expenses for the YJI program for the fiscal year.

3. The City in conjunction with the police department will maintain all financial records relating to revenue and expenditures of the program. On or about September 30 of each year, the City will provide the School with a financial recap of the program (a summary of revenues versus expenditures). Should there be any excess revenues, the City will remit to the School seventy-five percent (75%) of those funds. Inversely, should there be any shortfall, the City will bill the School for seventy-five (75%) of those expenses.

VI. CANCELLATION OR MODIFICATION OF THE AGREEMENT

1. This Agreement may be cancelled by either party by giving sixty (60) days written notice before the end of a fiscal year. All notices under this Agreement shall be in writing and are deemed as given when deposited in the United States mail.

   Notices to the City shall be addressed to Chief of Police, City of West Des Moines, P.O. Box 65320, 250 Mills Civic Parkway, West Des Moines, Iowa 50265-0320.

   Notices to School shall be addressed to Superintendent of Schools, West Des Moines Community Schools, 3550 Mills Civic Parkway, West Des Moines, Iowa 50265-5556.

   If during the term of this Agreement either party shall change the address of the above contact persons, it shall notify the other of said new address.

2. This Agreement may be supplemented, amended, or revised by mutual agreement of the parties after approval by their respective governing bodies.

VII. INDEMNIFICATION

To the extent authorized by law, each party agrees to indemnify and to hold the other party, its elected officers, agents, employees, successors, and assigns, harmless from and against all claims, demands, actions and/or causes of actions, judgments, settlements, or other costs, including reasonable attorney's fees, which the party, its successors and assigns, may incur or sustain a) by reason of the indemnifying party's breach of this Agreement or failure to legally or timely meet the responsibilities imposed herein, or b) by reason of the torts of the indemnifying party.

WEST DES MOINES
COMMUNITY SCHOOL DISTRICT

By_____
Board President

ATTEST:

_____
Board Secretary

CITY OF WEST DES MOINES, IOWA

By_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan Jacobson, City Clerk