CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Acceptance of United Way Community Impact Partner Grant

DATE: July 15, 2019

FINANCIAL IMPACT: Seeking $75,000 in funding with no match.

BACKGROUND: The staff of the Youth Justice Initiative (YJI) has applied for and was awarded a United Way of Central Iowa Community Impact Partner Grant for fiscal year 2019-20. The purpose of this grant is intended to assist in identifying students who are at-risk of poor academic outcomes and refer them to appropriate community resources. The grant will allow YJI to better meet the needs of its clients, increase productivity, and gain more consistency in client success, i.e., no recidivism and that youth graduate from high school.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION: Approve and accept the award for the United Way Community Impact Partner Grant*

**West Des Moines Police Department is the Investment Impact Partner*

Lead Staff Member: Chief Chris Scott

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee			
Date Reviewed			
Recommendation	Yes	No	

2019-2020 INVESTMENT AGREEMENT
Between UNITED WAY OF CENTRAL IOWA (UWCI) and City of West Des Moines (Community Impact Partner)

United Way of Central Iowa

I. Community Impact Partner Information

Partner Executive:	Claudia Henning
Organization:	City of West Des Moines
Address:	250 George M Mills Civic Pkwy West Des Moines, IA 50265

II. Education Investments

UWCI's mission is to improve lives by uniting the caring power of our community. To achieve that mission, UWCI supports programming that advances the common good. UWCI's focus in investments is in addressing the root causes of community issues in the areas of Education, Income and Health. In Education, UWCI is working toward the goal of "Increase the percentage of Central Iowa students who graduate from high school to 95% by 2020" and the following results:

Result 1: School Readiness
Result 2: Early Grade Success
Result 3: Middle School Success
Result 4: High School Success

III. Investment Terms

A. Position/Program: Youth Justice Initiative
B. Contract Amount: $75,000.00

IV. Payment Provisions

A. Contract Period: 12 months July 1, 2019 - June 30, 2020
B. Contract Terms:
1. Investments are to be used for the programs/position indicated, in the amounts indicated for each program. Monthly payment of $6,250.00 will be made by the 15th day of each month. Payment will be withheld, or other consequences imposed, if reporting or other information deadlines are not met. The above investment is contingent upon adequate funds available from the ensuing United Way campaign, or other funding sources.

C. A signed copy of this agreement and required attachments are due to United Way of Central Iowa no later than July 31, 2019 or funding will be withheld.

V. Required Documentation: the following are to be submitted along with this agreement.

A. Update list of Community Impact Partner Board Members, including contact information, through the Community Building web site on or before July 31, 2019
B. Signed copy of UWCI Diversity Policy
C. Signed copy of UWCI Anti-Terrorism Policy
D. Complete Form W9
E. Community Impact Partner's active Certificate of Existence from the Secretary of State

VI. Agreement Contingencies

Contingencies are defined as serious issues/concerns about one or more of the programs, or about the Community Impact Partner's capacity. These concerns are to be resolved, including a plan of action submitted by Community Impact Partner, during the course of the funding year, before additional funding requests are considered or before additional payments are made. Contingencies may be issued at any point during the grant period. This agreement will be amended according to provisions in Section XIII to reflect any contingencies issued.

VII. Investment Agreement Specifications:

A. Essential Duties and Responsibilities of Community Impact Partner

1. Address Result 4: High School Success - Education Strategy 4.2: Provide supportive services for at-risk high school students and families that promote learning and reduce school absence.
2. Investments are to be used solely for the program/position indicated in paragraph III.A. If Community Impact Partner experiences a meaningful change in program services, as last described and submitted to UWCI, then Community Impact Partner is expected to initiate communication to UWCI regarding the change in writing.

VIII. Reporting

Community Impact Partner will provide data according to UWCI expectations, including reporting frequency, reporting format and the provision of accurate and verifiable data reported by specified deadline dates below. Additional reporting may be requested and included as an addendum to this agreement.

A. Performance Measures:

Community Impact Partner will report on mutually agreed upon performance measures that are outlined in the Community Impact Partner's Results Scorecard or otherwise communicated by UWCI.

B. Results Scorecard:

Community Impact Partner will report on mutually agreed upon performance measures, which are considered as part of this investment agreement, using Clear Impact Results Scorecard and/or Efforts to Outcomes. Reporting deadlines are listed:

- **Half Year data entry will be due on the following dates:**
  H1FY2020 (July-Dec. 31, 2019) Jan. 22, 2020
  H2FY2020 (Jan. 1- June 30, 2020) July 17, 2020
- **Annual data entry will be due on the following dates:**
  FY2020 (July 1, 2019- June 30, 2020) July 17, 2020

C. Community Building Online Portal:

- Community Impact Partner will submit 2018-19 program demographics through the online Community Building portal on or before July 19, 2019. *(For FY19 funded programs only)*
- Community Impact Partner will submit year-end financials for FY2019 through the online Community Building portal on or before January 22, 2020.

IX. Community Impact Investment Policy

Community Impact investments are based on United Way's Goals for 2020 and research-based strategies. Subsequent funding will only be approved if:

- The current year investment demonstrates strong performance measure results.
- The program demonstrates alignment with UWCI strategies and indicators.
- The program participates in meetings to discuss program and community trends and needs toward achieving the Community Goals for 2020.
- UWCI finds the financial assessment of the organization to be adequate based upon available financial information.

X. Provisions

A. Community Impact Partner must be currently incorporated in the State of Iowa as a non-profit corporation and designated by the IRS as a 501(c)(3) organization; or be a health and human services related local, state or federal government agency; or have a fiscal agent that meets these requirements.

B. Community Impact Partner with $200,000 or more of total revenue and more than $50,000 in aggregate United Way funding must provide the most recent available audit and a management letter with responses to auditor comments indicating a possible weakness or deficiency in internal control, *if one is present*. The annual financial audit prepared by an independent certified public accounting firm is due to United Way no later than January 22, 2020. If the Community Impact Partner receives federal funds of $750,000 or more, please provide the A-133 governmental audit report to demonstrate compliance. If it is not feasible to provide a management letter or A-133 correspondence, the Community Impact Partner may alternatively summarize the findings and their responses and provide the summary to UWCI.
Community Impact Partners with $200,000 or more of total revenue and less than $50,000 in aggregate United Way funding are requested to provide the same documentation but are not required.

C. Community Impact Partner and its Board of Directors must pass a resolution supportive of and in full compliance with the United Way Diversity policy.

D. Community Impact Partner will be timely and responsive to requests for data that assists UWCI in assessing community impact and alignment within the areas of education, income and health.

E. Community Impact Partner and staff should acknowledge United Way of Central Iowa as its sponsor in all written material or personal interviews intended for public release, using the United Way of Central Iowa logo in online and print communications and social media. United Way has available, upon request, vinyl window signage for your agency to promote the relationship with United Way. For all acknowledgements, United Way's preferred logo placement is on the bottom-right corner of the communications piece. The current United Way logo and brand guidelines are available on our website: http://www.unitedwaydm.org/resources.

F. Community Impact Partner agrees to have an agency representative participate in quarterly UWCI Agency Director's meetings, as well as the annual Investment Training.

G. Community Impact Partner agrees to participate in investment agreement meetings with UWCI staff and volunteers. The meetings may include review of performance measures, budget information, organizational needs and need for technical assistance. In addition, ETO Site Administrators will participate in monthly meetings and follow all ETO guidelines as provided by UWCI staff.

H. Community Impact Partner will participate in United Way Volunteer Engagement opportunities which include: listing and keeping current Partner volunteer needs on UWCI website and participation in Day of Action.

I. Community Impact Partner will support and promote United Way 2-1-1 by providing updated and accurate information to United Way 2-1-1 staff and will display United Way 2-1-1 marketing materials within program space.

J. Community Impact Partner will refrain from discontinuing or making major changes in program funded through this agreement without receiving UWCI approval in advance and to keep UWCI informed of all policies regarding eligibility for service and changes thereof.

K. Kate Bennett of United Way of Central Iowa is the Education liaison and should receive timely written notice of any programmatic or personnel changes and/or be contacted at kate.bennett@unitedwaydm.org or 515-246-6531 if the terms of this contract cannot be met. Notification provided verbally or to different United Way staff will not meet the terms of this contract.

XI. Donor Directed Contributions

A. Community Impact Partner acknowledges the following responsibilities related to Donor-Directed contributions:
   1. Community Impact Partner will demonstrate good faith partnership practices.
   2. Community Impact Partner agrees to run a United Way campaign by allowing United Way staff the opportunity to present information and encourage support for unrestricted financial resources to community-change goals in education, income and health.
   3. Community Impact Partner will verify and thank donors for their donor directed contribution(s) based on donor information provided by United Way.
   4. Community Impact Partner is prohibited from communicating or distributing information that encourages individuals to direct a contribution to the organization through United Way, including its workplace and public campaign. This prohibition encompasses all forms of mass communication, including but not limited to newsletters, direct mail, web postings, all social/digital media and traditional media.

B. In the event that the Community Impact Partner violates the responsibilities outlined above, the following sanctions may apply:
   1. First violation: written warning and requirement to cease or correct the specific infraction(s).
   2. Second violation: reduction of the Community Impact Investment by 50% of the value of total donor-directed contributions, with reinstatement no sooner than 12 months after the violation(s).
   3. Third violation: subtraction of 100% of the value of total donor-directed contributions from the Community Impact Investment, with reinstatement no sooner than 12 months after the violation(s).

XII. Indemnification

Community Impact Partner shall indemnify and hold harmless UWCI from and against any and all damages, losses, claims judgments, and expenses incident thereto, including attorney fees which may arise out of the Community Impact Partner or any action or failure to act of the Community Impact Partner, its employees, agents or any subcontractors and any services relating to the services provided by the Community Impact Partner, its employees, agents or any subcontractors.

XIII. Amendment to this Agreement

Any amendments or adjustments to this contract must be approved by UWCI, the Community Impact Partner, and be attached herewith.

XIV. Termination

A. This agreement may be terminated without cause by any party upon thirty days written notice.
B. UWCI reserves the right to terminate the relationship created by this agreement without advance notice in the event the Community Impact Partner breaches the contract terms and conditions that are outlined in this agreement.

XV. Notices

All written notices regarding this agreement should be delivered to the attention of Claudia Henning at City of West Des Moines, Kate Bennett and Jennifer Klinkhammer at United Way of Central Iowa.

XVI. Signatures

The Community Impact Partner and UWCI understand and agree to the conditions and requirements for the 2019- 2020 investment from UWCI as set forth in this agreement. The Community Impact Partner acknowledges that the requirements and terms of this agreement are to ensure public accountability and a working relationship which will be an asset to both parties. Accordingly, failure to comply with this agreement may result in withholding funding, or termination of this agreement.

Claudia E. Henning
Community Impact Partner Executive

Claudia E. Henning
Print Name

7/9/2019
Date

Scarlett Lunning
Community Impact Partner Board President

Scarlett Lunning
Print Name

7/6/19
Date

Sarah J. Roy
UWCI Chief Operating Officer

Date