CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: **DATE:** August 19, 2019

Resolution approving the amendments to the Iowa Code Chapter 28E Agreement between the City of West Des Moines (City) and the West Des Moines community School District (WDMCSD) for the Youth Justice Initiative ("YJI") Program.

FINANCIAL IMPACT:

The City and the WDMCSD each pay for portion of the YJI program budget along with funding obtained through donations. The City's portion of the YJI program budget has already been included in the City's 2019-20 budget.

BACKGROUND:

The West Des Moines Youth Justice Initiative (YJI) is a community-based participatory justice process. YJI is a collaborative effort of the West Des Moines Police Department, public and private schools, and other community non-profit organizations. The success of the YJI depends upon community participation and community mobilization. YJI intervenes in cases of misconduct and criminality by West Des Moines youth or non-resident juveniles who perpetrate offenses within West Des Moines. YJI addresses misconduct within the community avoiding formal adjudication by Juvenile Court when possible. While most accepted cases will be from West Des Moines Police as a diversion from Court, cases can also be accepted from the Polk County Juvenile Court involving West Des Moines residents.

The City and the WDMCSD each contribute portions of the YJI annual budget. The amendments to the 28E Agreement formally approves the continuing responsibilities and financial obligations of the parties, and does not extend the length of the 28E Agreement. The WDMCSD approved the amendments to the 28E Agreement on August 12, 2019.

OUTSTANDING ISSUES (if any): None

RECOMMENDATION:

Approve the amendments to the Iowa Code Chapter 28E Agreement between the City of West Des Moines and the West Des Moines Community School District to further define the responsibilities and financial obligations of the parties.

Lead Staff Member: Chris Scott, Chief of Police

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	JDS
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Date(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	
Date Reviewed	
Recommendation	☐ Yes ☐ No

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 amend the 28E 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, the amendments further define the responsibilities and financial obligations of the parties in order to continue 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 amendments to the 28E 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 amendments to 28E Agreement for the Youth Justice Initiative and the City Clerk is directed to attest to the Mayor's signature on the amended Agreement.

PASSED AND APPROVED this 19th day of August 2019.

_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson
City Clerk

Amendment to the Iowa Code Chapter 28E Agreement between the West Des Moines Community School District and the City of West Des Moines, Iowa for the Youth Justice Initiative

The 28E Agreement for the Youth Justice Initiative ("YJI"), entered into between the West Des Moines Community School District ("School") and the City of West Des Moines ("City"), shall be amended for the purpose of providing funding for additional YJI services and the clarify the 2019-2020 financial responsibilities of both parties as follows:

I. PURPOSE

The purpose of this Agreement is to provide a restorative justice process and other related services 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.

YJI services are hereby expanded to include the "Chapel Ridge Neighborhood Initiative," which aims at addressing quality of life issues including academic underachievement of students, offending behaviors of minors, and conflict of citizens of the Chapel Ridge neighborhood.

This Agreement is a voluntary undertaking of the parties. It is not the intent of the City or School to create a new legal or administrative entity by this Agreement.

...

V. FINANCIAL AGREEMENT

1. The School will be responsible for $77,780.00 of the budgeted amount for the Youth Justice Initiative program in the fiscal year of 2017-2018. The City will be responsible for $57,554.00 of the budgeted amount for the fiscal year of 2017-2018. It is anticipated that the School will be responsible for $80,113.00 of the budgeted amount for the Youth Justice Initiative program in the fiscal year of 2018-2019, and the City will be responsible for $55,191.00 of the budgeted amount in the 2018-2019 fiscal year, but those amounts are subject to change until the respective City and School budgets have been finalized. The School will be responsible for $82,516.00 of the budgeted amount for the YJI program in the fiscal year of 2019-2020, and the City will be responsible for $56,847.00 of the budgeted amount in the 2019-2020 fiscal year.

   With the expansion of the YJI services to include the Chapel Ridge Neighborhood Initiative, the City will be responsible for $28,400.00 for the fiscal year 2019-2020. The School will not contribute additional funds for the Chapel Ridge Initiative in fiscal year 2019-2020.

   For purposes of this Agreement, the School and City acknowledge that there may supplemental funding in addition to the budgeted amount from outside sources, such as the United Way of Central Iowa, which shall be determined on a yearly basis.

2. On or about August 1 of each year, the School will remit to the City the School's portion of the budgeted amount. The City will then use these funds, together with the City's portion of the budgeted amount, to pay the costs and expenses for the YJI program for the fiscal year.

2. The City, in conjunction with its 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 the School's share of those funds. Inversely, should there be any shortfall, the City will bill the School for the School's share of those expenses.

This Amendment seeks to modify the terms of the original Agreement and will take effect upon approval by both parties. This Amendment, along with the Agreement, now represent the entire and integrated agreement between the parties. Any provision of the Agreement not addressed in this Amendment shall continue in full force and effect.

WEST DES MOINES
COMMUNITY SCHOOL DISTRICT

By_____
Board President

ATTEST:

Margaret Gestein
Board Secretary

CITY OF WEST DES MOINES, IOWA

By_____
Steven K. Gaer, Mayor

ATTEST:

_____
Ryan T. Jacobson, City Clerk

Paul D. Pate
Secretary of State
State of Iowa

28E Agreement

FOR OFFICE USE ONLY:

FILED

M510781

4/16/2018 1:51:30 PM

PLEASE READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM

Item 1. The full legal name, organization type and county of each participant to this agreement are:

	Full Legal Name	Organization Type	*County
Party 1	West Des Moines	City	Polk
Party 2	West Des Moines Community School District	School District	Polk
Party 3			
Party 4			
Party 5			

**Enter "Other" if not in Iowa*

Item 2. The type of Public Service included in this agreement is: 570 (Code Number) Other Neighborhood Services (Service Description)
(Enter only one Service Code and Description)

Item 3. The purpose of this agreement is: *(please be specific)*
Youth Justice Initiative - Renewal of Previous 28E Agreement

Item 4. The duration of this agreement is: *(check one)* ☑ Agreement Expires 6/30/2020 [mm/dd/yyyy] ☐ Indefinite Duration

Item 5. Does this agreement amend or renew an existing agreement? *(check one)*

☐ **NO**

☑ **YES** Filing # of the agreement: M508476

(Use the filing number of the most recent version filed for this agreement)
The filing number of the agreement may be found by searching the 28E database at: http://sos.iowa.gov/28e.

Item 6. Attach two copies of the agreement to this form if not filing online.

Item 7. The primary contact for further information regarding this agreement is: *(optional)*

LAST Name Jacobson **FIRST** Name Ryan

Title City Clerk Department City Clerk

Email ryan.jacobson@wdm.iowa.gov Phone 515-222-3603

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 or administrative entity by this Agreement.

II. DURATION

1. This Agreement shall be approved and executed by the respective governing bodies of the City and School. 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, 2017, and will expire on June 30, 2020.

III. ADMINISTRATOR

No separate entity or joint board 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. No real or personal property will be acquired or held for purposes of this Agreement.

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 under the oversight of the City.

3. The duties of all YJI personnel, including the program coordinator, 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 Superintendent or designee for the School. The City, and not the School, shall be the deemed the employer of YJI personnel for all purposes. The City shall ensure such personnel clear background checks in compliance with School standards and procedures.

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. The City shall abide by all laws regarding confidentiality and disclosure of student information. 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 will be responsible for $77,780.00 of the budgeted amount for the Youth Justice Initiative program in the fiscal year of 2017-2018. The City will be responsible for $57,554.00 of the budgeted amount for the fiscal year of 2017-2018. It is anticipated that the School will be responsible for $80,113.00 of the budgeted amount for the Youth Justice Initiative program in the fiscal year of 2018-2019, and the City will be responsible for $55,191.00 of the budgeted amount in the 2018-2019 fiscal year, but those amounts are subject to change until the respective City and School budgets have been finalized. It is presently unknown what the budgeted amount will be in the fiscal year of 2019-2020, or the School's and City's respective portions of that 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, such as the United Way of Central Iowa, which shall be determined on a yearly basis.

2. On or about August 1 of each year, the School will remit to the City the School's portion of the budgeted amount. The City will then use these funds, together with the

City's portion of the budgeted amount, to pay the costs and expenses for the YJI program for the fiscal year.

3. The City, in conjunction with its 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 the School's share of those funds. Inversely, should there be any shortfall, the City will bill the School for the School's share of those expenses.

VI. CANCELLATION OR MODIFICATION OF THE AGREEMENT

1. This Agreement may be cancelled at the end of any fiscal year covered by this Agreement by either party by giving sixty (60) days written notice before the end of the 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 supersedes all previous agreements between the parties with respect to the subject matter hereof and constitutes the entire agreement between the parties. If any provision of this Agreement is held illegal or invalid, the illegality or invalidity of such provision will not affect any of the remaining provisions, and this Agreement will be construed and enforced as if such illegal or invalid provision had not been contained herein. This Agreement may be supplemented, amended, or revised by mutual written 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.

VIII. STATUS OF PARTIES

It is expressly understood and agreed by the parties that nothing contained in this Agreement will be construed to create a partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relation is and will remain that of independent parties to a cooperative contractual relationship. In no event will either party be liable for the debts or obligations of the other party.

IX. APPLICABLE LAW

Each party agrees that it will comply with all federal, state, and local laws and regulations applicable to its performance under this Agreement. The parties consent to the jurisdiction of the Polk County, Iowa District Court for all matters relating to this Agreement and agree that this Agreement will be governed by Iowa law.

IN WITNESS WHEREOF, this Agreement has been approved by appropriate action and duly executed by the parties.

WEST DES MOINES
COMMUNITY SCHOOL DISTRICT

Melinda Dunnwald

By_____
Board President

ATTEST:

Margaret Epstein
Board Secretary

CITY OF WEST DES MOINES, IOWA

By_____
Steven K. Gaer, Mayor

ATTEST:

Ryan T. Jacobson
Ryan T. Jacobson, City Clerk