

Date June 23, 2008

APPROVAL OF AGREEMENT WITH UNITED WAY OF CENTRAL IOWA TO CO-FUND A HOUSING CONSULTANT TO CREATE A HOMELESSNESS ACTION PLAN

WHEREAS, on November 19, 2007, by Roll Call No. 07-2231, the City Council of the City of Des Moines approved the Proposed Fourth (2008) Year Action Plan of the 2005-2009 U.S. Department of Housing and Urban Development (HUD) Consolidated Plan, which Plan included allocation of Community Development Block Grant (CDBG) funding for the development of an integrated supportive housing system; and

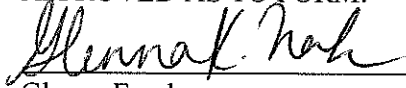
WHEREAS, the United Way of Central Iowa ("UWCI") has notified the City that it wishes to co-fund the housing system in the amount of \$50,000 for the agreement period of June 1, 2008 – June 30, 2008; and

WHEREAS, the UWCI has forwarded an Investment Agreement, on file with the City Clerk as Exhibit "A", which Agreement has been negotiated between City staff and Legal Department and the UWCI and which provides that the UWCI will be recognized as a funder of the system, that all funds will be used in compliance with the USA PATRIOT Act and other counterterrorism laws, and that the City indemnify and hold harmless UWCI for the negligent acts of the City, its employees, agents and subcontractors in relation to the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City of Des Moines City Council that the above-described Investment Agreement between United Way of Central Iowa and the City of Des Moines is hereby approved, and the Mayor is hereby authorized to execute the Investment Agreement and the Anti-Terrorism Compliance Measures agreement.

Moved by \_\_\_\_\_ to adopt.

APPROVED AS TO FORM:



Glenna Frank  
Assistant City Attorney

(Council Communication No. 09-393)

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
HENSLEY				
KIERNAN				
MAHAFFEY				
MEYER				
VLASSIS				
TOTAL				
MOTION CARRIED			APPROVED	
			Mayor	

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

\_\_\_\_\_ City Clerk

2007-2008 Investment Agreement  
between United Way of Central Iowa (UWCI)  
and City of Des Moines (Agency Partner)



**Agency Partner Information**

Agency Executive: Chris Johansen, Municipal Housing Agency  
Agency: City of Des Moines  
Address: 100 East Euclid, Suite 101  
Des Moines, Iowa 50313

Date \_\_\_\_\_

Agenda Item 22

Roll Call # \_\_\_\_\_

**I. United Way Program Investment(s)**

A. UWCI's mission is to improve lives by uniting the caring power of our community. To achieve that mission, UWCI supports programming that addresses needs in the community related to 1) Children & Youth Achieve Potential; 2) Families are Economically Stable and Independent and 3) All People are Healthy. Therefore, UWCI provides funding to the Agency Partner to co-fund a housing consultant for the City of Des Moines.

Community Impact Program  
Housing Consultant

2007-08 Investment  
\$50,000

B. Agreement Period  
June 1, 2008 through June 30, 2008

C. Payment Terms  
UWCI will make a lump sum payment upon execution of this agreement

**II. Agreement Terms**

- A. United Way of Central Iowa will be recognized as a funder in the work of housing and homeless strategic planning for Polk County and the City of Des Moines.
- B. Funds will be used for the sole purpose of co-funding a housing consultant to create an Action Plan addressing the chronically homeless.
- C. The City of Des Moines will provide an interim progress report to UWCI by December 31, 2008.

**III. Other Requirements**

- A. Agency 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 service related local, state or federal government agency; or have a fiscal agent that meets these requirements, or be a municipal corporation.
- B. Agency Partner must affirm that all funds are used in compliance with the US Patriot Act and other counterterrorism laws by signing and returning the Antiterrorism Policy.
- C. Agency Partner shall indemnify and hold harmless UWCI from and against any and all damages, losses, claims, judgments and expenses incident thereto, including reasonable attorney fees which may arise out of the negligent acts or negligent failure to act of the Agency Partner, its employees, agents or any subcontractors in relation to this Agreement.

2007-2008 Investment Agreement  
between UWCI and Agency Partner



United Way  
of Central Iowa

**IV. Termination of Agreement**

Without cause and upon written notification, either the Agency Partner or UWCI may terminate this agreement after giving thirty (30) days notice.

A. Termination for cause. UWCI may terminate this agreement in whole or in part at any time before the expiration whenever it determines that the Agency Partner has failed to comply with the terms and conditions of this agreement and the Agency Partner has not cured such failure within 30 days written notice. Following such notice and in such event that United Way determines that Agency Partner has failed to cure, this agreement shall be canceled, upon a ten (10) written notice of cancellation.

**V. Signatures**

The Agency Partner understands and agrees to the requirements and terms of this agreement with UWCI. The Agency 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, the Agency Partner understands that failure to comply with this agreement may result in withholding funding, or termination of this agreement.

\_\_\_\_\_  
Mayor Date

\_\_\_\_\_  
Director Date

ATTEST: \_\_\_\_\_ City Clerk

APPROVED AS TO FORM: Glenn K. Frank Assistant City Attorney

United Way understands and agrees to the conditions of this agreement with the Agency Partner. United Way acknowledges the conditions of this agreement are to ensure public accountability and a working relationship which will be an asset to both parties.

\_\_\_\_\_  
Sarah J. Roy, UWCI Chief Operating Officer Date



United Way  
of Central Iowa

### ANTI-TERRORISM COMPLIANCE MEASURES

In compliance with the USA PATRIOT Act and other counterterrorism laws, United Way of Central Iowa requires that each agency certify the following:

"I hereby certify on behalf of the City of Des Moines, Iowa  
[name of grantee] that all United Way funds and donations will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders.

Print Name: T.M. Franklin Cownie Title: Mayor

Signature: \_\_\_\_\_ Date: \_\_\_\_\_