#### MEMORANDUM OF UNDERSTANDING Among United Way Quad Cities City of Davenport, City of Bettendorf, and Scott County, Iowa

THIS MEMORANDUM OF UNDERSTANDING (this "MOU" or the "Agreement") dated as of the last date written below ("Effective Date"), sets forth the policy framework for implementing the shared goal of establishing a Youth Assessment Program – Community Based Model as an effective approach to diversion and prevention and is entered into among United Way Quad Cities, City of Davenport, City of Bettendorf, and Scott County, Iowa. The City of Davenport, City of Bettendorf, and United Way Quad Cities are referred to collectively as the "parties".

- 1. <u>Purpose of MOU:</u> The purpose of this MOU is to establish the Youth Assessment Program-Community Model through a collaborative policy and funding approach.
- 2. <u>United Way Quad Cities, Roles and Responsibilities:</u> For the term of this Agreement, United Way Quad Cities agrees to the following:
  - A. Facilitate a request for proposal (RFP) process to identify a service provider capable of implementing a Youth Assessment Program in Scott County, Iowa that closely aligns to the Assessment Center Model.
  - B. Serve as the fiscal agent for dollars pledged and remitted for the purpose of the Youth Assessment Program, with the fiscal agent services more specifically described in a separate agreement
  - C. Disburse grants and any other funds to the selected provider.
  - D. Assist with communications to the public about the status of the Youth Assessment Program.
  - E. Provide technology and support to ensure annual tracking and reporting of measurable community outcomes.
  - F. Assist in coordinating a long-term, sustainable funding strategy which may include both public and private funding partners.
  - G. Actively participate and provide representation on the Youth Assessment Program Taskforce.
- <u>City of Davenport, City of Bettendorf, and Scott County, Iowa, Roles and Responsibilities:</u> For the term of this Agreement, the City of Davenport, the City of Bettendorf, and Scott County, Iowa agree to the following:
  - A. Provide a minimum of five (5) years of initial funding for the Youth Assessment Program Community Based Model as set forth in section 5.
  - B. Lead efforts in coordinating and establishing a long-term funding strategy which may include both public and private funding partners.
  - C. May provide technical assistance or technical resources for the Youth Assessment Program.
  - D. Lead Youth Assessment Program Taskforce meetings and provide representation from each individual party as set forth in section 4.
- 4. <u>Youth Assessment Program Taskforce:</u> The composition of the Youth Assessment Program Taskforce ("Taskforce") shall be set forth through mutual agreement of the parties by October 1, 2021. The Taskforce shall be advisory in nature and review the progress of the service provider.

- <u>Funding Structure and Costs:</u> To ensure the overall implementation of the Youth Assessment Program – Community Based Model, the parties agree to provide funding to United Way Quad Cities for services provided and to be remitted to the selected program provider.
  - A. The payment allocations from the parties shall be as follows:
    - a. City of Davenport: a one-time payment of one million and 0/100 dollars (\$1,000,000.00)
    - b. City of Bettendorf: a one-time payment of three hundred thousand and 0/100 dollars (\$300,000.00)
    - c. Scott County, Iowa: a five year total not to exceed seven hundred thousand and 0/100 dollars (\$700,000.00).
  - B. The cities of Davenport and Bettendorf will remit a lump sum payment to United Way Quad Cities on or before October 1, 2021. Payments made by Scott County, Iowa will be remitted in equal installments over a five year period.
  - C. For services rendered by United Way Quad Cities for the five year term of the Agreement, United Way Quad Cities will retain a 4.8% administrative fee on the total dollars specified in 5A for the Youth Assessment Program Community Based Model in an amount not-to-exceed ninety six thousand and 0/100 dollars (\$96,000.00).
  - D. Beginning on July 1, 2022, the parties agree to jointly explore sustainable funding models to ensure ongoing success beyond the term of the Agreement.
- 6. <u>Term of MOU:</u> The term of this MOU is for five years and will commence on July 1, 2021 ("Effective Date"). Thereafter, the Agreement may be renewed by any and all of the parties for an additional two year period. Only the parties agreeing to the extension will be obligated during such period. Any party to this Agreement may withdraw from this Agreement with ninety (90) days of written notice provided to all parties.
- 7. <u>Disposition of Assets Upon Dissolution</u>: Any net assets remaining after payment of liabilities and expenses shall be distributed on a pro rata basis in accordance with the amounts provided by each party up to the date of dissolution.
- 8. <u>Counterparts:</u> This Agreement may be executed in several counterparts, each of which shall be deemed an original. All such counterparts shall together constitute one and the same instrument.
- 9. Entire Agreement and Amendment: This Agreement contains all of the agreements, understandings, representations, conditions and warranties, and constitutes the sole and entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior communications or agreements, written or oral. This Agreement may not be amended or modified except by the mutual written consent of the parties.
- 10. <u>Not A Joint Venture</u>: The parties to this Agreement are not partners or joint venturers with each other and nothing herein shall be construed to make them partner or joint venturers or impose any liability as such on any of them.
- 11. <u>Signatures:</u> All parties shall execute this Agreement through signature on the following page.

Signed on behalf of City of Bettendorf:	Signed on behalf of City of Davenport:
Signature	Signature
Printed Name/Title	Printed Name/Title
Date	– Date
Signed on behalf of Scott County, Iowa:	Signed on behalf of United Way Quad Cities:
Signature	Signature
Printed Name/Title	Printed Name/Title
Date	- Date

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT THIS RESOLUTION HAS BEEN FORMALLY APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

## RESOLUTION

### SCOTT COUNTY BOARD OF SUPERVISORS

### July 22, 2021

# APPROVAL OF MEMORANDUM OF UNDERSTANDING AMONG UNITED WAY QUAD CITIES, CITY OF DAVENPORT, CITY OF BETTENDORF, AND SCOTT COUNTY, IOWA

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

- Section 1. That the Memorandum of Understanding between United Way Quad Cities, City of Davenport, City of Bettendorf, and Scott County, Iowa for implementing the shared goal of establishing a Youth Assessment Program – Community Based Model as an effective approach to diversion and prevention, is hereby approved.
- Section 2. This resolution shall take effect immediately.