

RESOLUTION 11-75 Adopted July 11, 2011

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS, TO SIGN AN AGREEMENT WITH ELDER CARE SERVICES OF DEKALB COUNTY FOR HUMAN SERVICES FUNDING FROM THE FY2012 GENERAL FUND IN THE AMOUNT OF \$12,742.00.

WHEREAS, the City Council has reviewed and approved the FY2012 Budget including provisions for certain human services agencies' request for funding; and,

WHEREAS, agreements between the City of DeKalb and various agencies have been prepared as approved providing for the issuance of funds from the General Fund of the City; now,

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

Section 1. That the Mayor of the City of DeKalb, Illinois, is authorized and directed to sign an agreement with Elder Care Services of DeKalb County for funding in the amount of \$12,742.00, a copy of which is attached hereto and made a part thereof as Exhibit "A." .

Section 2. That the City Clerk of the City of DeKalb is authorized and directed to attest the Mayor's signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a regular meeting thereof held on the 11th day of July, 2011 and approved by me as Mayor on the same day. Adopted in omnibus form by roll call vote: 7-0. Aye: Jacobson, Teresinski, Lash, Gallagher, Naylor, Baker, O' Leary.

ATTEST:


STEVE KAPITAN, City Clerk




KRIS POVLSSEN, Mayor

EXHIBIT A

HUMAN SERVICES AGREEMENT CITY OF DEKALB – ELDER CARE SERVICES OF DEKALB COUNTY, INC. JULY 1, 2011 – JUNE 30, 2012

This agreement made this 12TH day of JULY, 2011, between the City of DeKalb, a municipal corporation of the State of Illinois, hereinafter referred to as the "City" and Elder Care Services of DeKalb County, Inc., hereinafter referred to as "Grantee," WITNESSETH:

WHEREAS, the City desires that Grantee provide certain services to the citizens of DeKalb and Grantee has the capacity to provide such services; and,

WHEREAS, the Grantee acknowledges that it is the City's intention to purchase said services for the citizens of the City of DeKalb under the following guidelines:

1. First priority shall be given to those services which will help meet basic emergency needs such as food, clothing and shelter;
2. Second priority shall be given to those services which are preventative in nature and promote the highest degree of self-support, self-care and self-help;
3. Third priority shall be given to those services which seek to enhance the quality of life of persons whose basic needs are already met;
4. Services which primarily benefit low and moderate income residents;
5. Services shall address specific documented needs;
6. Services shall also receive financial support from other community sources;
7. City funds are used only to support those services directly benefiting DeKalb residents and, the City will not subsidize the cost of services to non-residents;
8. Administrative costs for these services are to be kept to a minimum;
9. These services must be coordinated with other agencies when feasible;
10. The City will not fund, but may augment, services which are the responsibility of another public agency or funding source;
11. City funds are to be used primarily to match or leverage other private or public funds;
12. The City's intent is to contract for specific services and monitor their effectiveness.

WHEREAS, the parties hereto understand and agree that the Grantee is an independent contractor and not an employee of the City; now,

In consideration of the agreements set forth and other good and valuable considerations, the parties agree as follows:


1. **Term.** The term of this agreement shall be from July 1, 2011 to June 30, 2012.
2. **Scope of Service.** The Grantee shall provide services in accordance with the service plan provided in the original application.
3. **Hold Harmless.** The Grantee hereby agrees to indemnify and hold the City harmless from and against any and all such costs, expenses, damages, liabilities, losses and claims which may arise out of, or are related to the services provided by the Grantee under this agreement.
4. **Payment.** The City agrees to pay the Grantee the sum of twelve thousand seven hundred and forty-two dollars (\$12,742) for services rendered under this agreement. Payment will be disbursed in four equal installments, and will be processed upon receipt of the Grantee's quarterly reports, as required by this funding agreement.
5. **Access to Financial Records.** The Grantee agrees to allow the City access to review any and all of Grantee's financial records as may be determined appropriate to insure the accountability of monies disbursed by the City.
6. **Performance Reporting.** The Grantee agrees to send the City a report following every three months of services identifying the number of City of DeKalb citizens that have been provided services under the terms of this Agreement.

IN WITNESS WHEREOF, the Grantee has caused this agreement to be signed, sealed and attested to by its Chairman of the Board of Directors and Executive Director, on the 12th day of July, 2011, and said City has caused the same to be signed, sealed and attested to by its Mayor and City Clerk as of the date first mentioned in this Agreement

ELDER CARE SERVICES OF
DEKALB COUNTY, INC.

CITY OF DEKALB, ILLINOIS



Marilyn Knetsch
Board Chairman


Kris Povlsen, Mayor

ATTEST:


Diane Pawlaka
Executive Director

ATTEST:


Steve Kapitan, City Clerk

