

**AUTHORIZING A SOCIAL SERVICES AGREEMENT FOR UNIVERSITY VILLAGE EFFECTIVE JANUARY 1, 2022, THROUGH DECEMBER 31, 2024**

**WHEREAS**, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

**WHEREAS**, City staff negotiated a three-year agreement to provide social services for University Village in the form attached hereto and incorporated herein as Exhibit A (the "Agreement"); and

**WHEREAS**, the City's corporate authorities find that approving the Agreement is in the City's best interests for the protection of the public health, safety, morals and welfare; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:**

**SECTION 1.** The City's corporate authorities approve the Agreement in the same or substantially similar form as Exhibit A attached hereto and incorporated herein by reference, subject to such changes as shall be acceptable to the Mayor, and further authorize and direct the Mayor to execute the Agreement and for City staff to take all such actions that may be necessary to effectuate the Agreement. The City's corporate authorities waive any applicable selection or proposal process, and authorize a direct contract with Family Service Agency of DeKalb County as the responsible Fiscal Agency, and DeKalb County Community Gardens, Adventure Works, DeKalb County Health Department, and 4C: Community Coordinated Child Care in the amount of Thirty-Three Thousand Dollars (\$33,000), per year, for a term of three years, effective Jan. 1, 2022 through Dec. 31, 2024, for social service delivery at University Village, subject to the provisions of the Agreement.

**SECTION 2:** This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, this resolution shall supersede state law in that regard within its jurisdiction.

**SECTION 3:** This resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 14<sup>th</sup> day of March 2022 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Verbic, Barnes. Nay: None. Absent: Faivre.



  
COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant



164 East Lincoln Highway  
DeKalb, Illinois 60115  
815.748.2000 • cityofdekalb.com

University Village Social Services  
Independent Contractor  
Agreement for Services  
City of DeKalb and Family Service Agency of DeKalb County

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" and "**Family Service Agency of DeKalb County**" hereinafter referred to as the "Contractor", with the City and Contractor (collectively, "the Parties") agreeing as follows

A. Services:

Contractor agrees to furnish to the City the following services:

See attached Exhibit A

Contractor represents that it possesses the skills and knowledge necessary to provide all such services and understands that the City is relying upon such representation. Contractor further acknowledges that Exhibit A is an integral part of this Agreement and may not be modified except in accordance with a modification to the terms of this Agreement.

With regard to the provision of services directly from Contractor and its Community Action Program Services (as described in Exhibit A), Contractor shall provide all equipment and resources necessary for such employee(s) of Contractor to perform all assigned functions and roles.

The Parties agree and acknowledge that Contractor shall utilize the services of third party subcontractors to perform portions of the services. Contractor shall be responsible for ensuring the completion and oversight of all such third party services. In addition, prior to any subcontractor initiating the provision of services, such subcontractor shall provide a signed acknowledgement in the form attached hereto, accepting the defense and indemnification obligations outlined herein.

B. Term:

This Agreement shall have a term of three (3) years, effective as of January 1, 2022 and terminating on December 31, 2024. Services will be provided as needed and directed by the City beginning on the date of execution of this agreement and continuing, until terminated by either party upon seven (7) days written notice to the non-terminating party. This Agreement may be terminated by either of the Parties for cause, for convenience, or may be terminated by the City based upon the non-appropriation of funds. Upon termination the Contractor shall be compensated for all work performed for the City prior to termination and shall provide to the City all work completed through the date of termination. The City's issuance of a notice of termination shall function as a stop work order, beyond which the Contractor shall not incur any additional costs without the City's express, written permission.

C. Compensation:

Contractor shall receive as compensation for all work and services to be performed herein, an amount based on the fee schedule attached hereto as Exhibit A. All payments will be made according to the Illinois State Prompt Payment Act.

Any payment made to the Contractor shall be strictly on the basis of quantum meruit. The Contractor shall submit to the City a detailed breakdown and invoice of all charges, including detail of past payments and amounts still remaining due, accurate to the date of the invoice, with each request for payment. Any additions to or deductions from the approved total amount of the contract, and any out of scope work shall require prior, written approval from the City. Any work performed without the City's express, written consent shall be solely at the expense of the Contractor.

The City shall have no direct liability to any of Contractor's third party subcontractors for any payment, reimbursement, or other obligation, it being acknowledged that the City's payments shall all be made to Contractor.

D. Changes in Rates of Compensation:

If the Contractor seeks to impose any change in the fee schedule (whether in terms of hourly fee or lump sum fees), then the Contractor shall provide not less than ninety (90) days written notice of its intent to change its fee schedule, and any such change in fee schedule shall require the approval of the City Manager. No change in fee schedule shall be permitted where such change would result in the costs exceeding available, budgeted, and appropriated sums within a given fiscal year (it being acknowledged by Contractor that the City's total liability under this Agreement shall be capped at the figure described in Exhibit A), not to exceed the budgeted/appropriated funds within a given fiscal year.

E. Ownership of Records and Documents / Confidential Information:

Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. Contractor further agrees to keep as confidential any information belonging or relating to the City which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act or if already previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the City). Contractor shall review its records promptly and produce to the City within two (2) business days of contact from the City the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this Agreement shall be exclusively fixed in the DeKalb County Circuit Court, DeKalb County, Illinois.

G. Independent Contractor:

The Contractor acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the City for purposes of being offered any protection or coverage under City insurance policies for tort immunity or other legal purposes. The Contractor and City acknowledge that the provisions of this Agreement shall be construed, pursuant to *Carney v. Union Pacific Railroad Company*, 2016 IL 118984,



to provide the City with the right to stop or resume work, to make inspections, to receive reports, and to provide recommendations or suggestions pursuant to Section 414 of the Second Restatement of Torts, consistent with the employment of an independent contractor, and that no provision of this Agreement shall be construed as the City retaining control of or having liability for the actions of the Contractor. The City shall have no liability for Contractor's selection of personnel, employees, or subcontractors, nor for the presence of dangerous conditions on any real property where Contractor is employed.

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose. The parties agree that the Contractor is exclusively responsible for the determination of what work is required to complete the tasks outlined in Exhibit A, and for the means and methods of completing such work. The City's compensation to Contractor shall be limited to that described in Exhibit A, and the City shall not reimburse any expenses, provide any benefits, withhold any employment taxes, or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.

Contractor shall be responsible for its' own personnel, training, instruction, and related matters. Contractor shall be responsible for determining its sequence of performance for required work. Contractor's work shall be evaluated by the City based upon the end result of such work. Contractor shall be responsible for any expenses incurred by Contractor in the performance of its work, and shall not be authorized, expressly or impliedly, to obligate the City on any debt, contract, or other agreement whatsoever.

#### H. Certifications:

Executing this Agreement constitutes acknowledgment, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement. The Contractor is responsible for identifying all such applicable regulations and certifications, and for compliance with the same.

*Sexual Harassment:* The Contractor certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

*Tax Delinquency:* The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1 and is not delinquent in the payment of any tax, charge, or obligation to the City of DeKalb.

*Employment Status:* The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

*Anti-Bribery:* The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

*Loan Default:* If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six (6) months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

*Felony Certification:* The Contractor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.



**Barred from Contracting:** The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating) or a similar law of another state or of the federal government.

**Drug Free Workplace:** The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635

**Responsible Contractor Requirements:** The Contractor certifies that it complies with the Illinois Procurement Code and the provisions of Section 30-22 thereof relating to apprenticeship and training, if applicable.

**Non-Discrimination, Certification, and Equal Employment Opportunity:** The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act, and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the City shall discriminate on the basis of any protected classification.

**Record Retention and Audits:** If 30 ILCS 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of three (3) years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

**United States Resident Certification:** (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she/it is a:  United States Citizen or Corporation  Resident Alien  Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

**Taxpayer Certification:** Under penalties of perjury, the Contractor certifies that its Federal Taxpayer Identification Number or Social Security Number is 36-2360012 and is doing business as a (check one):  Individual  Real Estate Agent  Sole Proprietorship  Government Entity  Partnership  Tax Exempt Organization (IRC 501(a) only)  Corporation  Not for Profit Corporation  Trust or Estate  Medical and Health Care Services Provider Corp.

**Authorized in Illinois:** The Contractor certifies that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies that it shall comply with



the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, *et. seq.* Where applicable, the Contractor certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act within the five (5) years preceding this bid, pursuant to 415 ILCS 5/1, *et. seq.* The Contractor further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/1, *et. seq.*

*Export Administration, Supplies, Labor:* The Contractor certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Contractor further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Contractor certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, *et. seq.*

*General Compliance and Certification:* The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances, or restrictions applicable to any component of the bidding process, agreement, or any services or materials provided in connection therewith. The Contractor acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules, and regulations, and that it shall indemnify and hold harmless the City of DeKalb from any claim, liability, or damages arising out of the failure to identify or comply with any such applicable legal restriction.

I. Indemnification:

The Contractor shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the prosecution of the work or failure to prosecute the work and shall indemnify and hold harmless the City, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. The Contractor shall assume all restitution and repair costs arising out of an error, omission, and/or negligence.

The Contractor agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, attorneys, and agents (collectively, the "City Indemnitees") against any and all claims, loss damage, injury, liability, and court costs and attorney's fees incident thereto, including any claims made by employees of the Contractor or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Contractor, the Contractor's employees, contractors or subcontractors, the City or City Indemnitees, or otherwise, with the single exception of any claim, damage, loss, or expense arising solely out of the intentional misconduct of the City or City Indemnitees. The Contractor is solely responsible for determining the accuracy and validity of any information provided to the Contractor by the City or its representatives. This indemnification shall apply to the fullest extent of the law, and in the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect.

This indemnification shall include any claims arising out of the erection, construction, placement, or operation of any scaffold, hoist, crane, stay, ladders, support, or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon Section 414 or Section 343 of the Restatement (Second) of Torts. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workers' Compensation Acts, disability



benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp*, 146 Ill.2d 155 (1991) in Illinois.

In addition, prior to commencing work under this Agreement, any third party subcontractor (expressly including but not limited to those third party agencies identified in Exhibit A), shall sign a written acknowledgment and submit the same to the City, acknowledging that they are each jointly and severally bound to the indemnification and defense obligations to the City Indemnitees as contemplated above, to the same extent as Contractor, as if such third party agencies were a named party to this Agreement.

J. Insurance, Licensure, and Intellectual Property:

The Contractor shall comply with all insurance requirements described on the attached Exhibit C. The Contractor agrees and warrants that it has procured all licenses, permits, or other official permissions required by any applicable law to perform the services contemplated herein, that it will procure all additional licenses, permits, or other official permissions hereafter required by law during the term of this Agreement, and that it will keep all such licenses in effect during the term of this Agreement. The Contractor shall provide a copy of any such licenses or permits upon request. All such insurance and licensure shall be provided at the Contractor's sole expense. Contractor also warrants that it has complete ownership or authorization/entitlement to any intellectual property, software, images, or other such items used in the performance of its work under this Agreement, and that it shall transfer to the City, unrestricted, the ability to modify, amend, publicize, or otherwise utilize any intellectual property provided to the City under this Agreement unless the City expressly preapproves in writing a limitation to these provisions.

The Contractor shall not commence work under this Contract until they have obtained all insurance required and such insurance has been submitted to and approved by the City. The Contractor shall maintain its insurance in place for not less than two (2) years following completion of all work required under this Contract.

The Contractor shall not be required to obligate subcontractors to procure and provide insurance under the terms of this Agreement. However, the Contractor shall be required to ensure that all subcontractors are covered by insurance with minimum coverage as contemplated herein, either through their independent provision of insurance, or through status as additional, named, primary insured without right of subrogation on Contractor's insurance.

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibit A and Exhibit B. Except for those terms included on Exhibit A and Exhibit B, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. The City reserves the right by written amendment to make changes in requirements, amount of work, or time schedule adjustments. The Contractor shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. The City may, at any time by written order, require the Contractor to stop all or part of the services required by this Agreement. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. If the Contractor identifies any costs associated with the suspension of services, such costs must be expressly approved by the City in writing, or they shall be the sole expense of the Contractor.

L. Notices:

All notices required to be given under the terms of this License shall be given mail, addressed to the parties as follows:



For the City:

City Manager  
City of DeKalb  
164 East Lincoln Highway  
DeKalb, IL 60115

For the Contractor:

Executive Director  
Family Service Agency of DeKalb County  
1325 Sycamore Road  
DeKalb, IL 60115

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

**M. Subcontractors and Third Parties:**

Contractor shall not assign or subcontract for the performance of any obligation under this Agreement, except with the express, written preapproval of the City, which consent may be withheld in the City's sole and absolute discretion. Approval of this Agreement constitutes approval of assignment to third parties as contemplated by Exhibit A. Should Contractor assign any obligation arising under this Agreement with the consent of the City, the Contractor shall remain to be primarily liable to the City for the performance of the obligation in question, and further shall be liable for ensuring that the subcontractor(s) comply with all obligations arising under this Agreement as if the subcontractor(s) was/were the Contractor itself. Further, should Contractor request to assign the performance of any obligation arising hereunder to a subcontractor, Contractor expressly provides its consent to the City contracting directly with such proposed subcontractor (or another subcontractor acceptable to the City) for the performance of such work, and to the amendment of this Agreement to reduce the scope and cost accordingly.

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall it insure to the benefit of any third party.

In the event that any third party fails to fully perform its obligations hereunder (to provide services, to provide timely reports of services provided, or otherwise), Contractor shall be entitled to withhold payments to said third party, or to seek to have the City withhold such payments. The City agrees and acknowledges that, should an approved third party fail to provide services or reports, or otherwise violate this Agreement through no fault of Contractor, said third party default will not be held as a default of the Contractor.

Contractor shall be responsible for securing appropriate sub-agreements with each subcontractor.

**N. Progress Reports:**

Contractor shall report to the City Manager or designee, and shall submit written progress reports identifying, in detail, the extent of work completed, the percentage of project completion, and project status, accompanying any invoice submitted to the City. Contractor shall also provide additional written or verbal progress reports to the City upon request, at any time, without additional charge. The Contractor shall attend conferences and visit the site of the work as may be outlined in the Request for Proposal and at any reasonable time when requested to do so by the City, at no additional charge.





Agreed to this 14<sup>th</sup> day of March, 2022.

City of DeKalb

Cohen Barnes  
City Mayor - Cohen Barnes

Contractors:

Synisha Clegg  
Family Service Agency

Jane Warr  
Adventure Works

[Signature]  
DeKalb County Community Gardens

Lucinda K. Hayes  
DeKalb County Health Department

[Signature]  
4-C: Community Coordinated Child Care



**Exhibit A: Scope of Services**



## Social Services Collaborative Plan for 2022-2024

Enclosed please find the program and service delivery description for the Social Services Collaborative serving University Village. This is a three-year program description for the calendar year 2022 through 2024, focusing on program development and integration with the University Village community. 2021 was a productive year, with notable program success.

### Accomplishments to Date

Throughout the inception of the Social Services Collaborative, partners have worked together to review and modify programming and services to meet the needs of University Village. As challenges arise as do accomplishments. The following accomplishments occurred during 2021:

- Growth in partner agency representation at the monthly meetings
- New partners
- Calendar of Events
- Passport program
- Continued resident engagement: recognition of the collaborative services aid by liaison presence onsite.
- Camp Power by Kishwaukee YMCA
- Camp Power Kick-off Event; YMCA provided meals with drinks and registration for Camp Power, collaborative partners provided information on available services/resources, snacks, popsicles, fidget toys, activities/games for youth, decorating fabric masks, books, toys, candy, etc.
- A variety services being offered onsite with positive resident engagement:
  - Resident Liaison
  - DCCG Grow Mobile food distributions
  - DCCG Kitchen Mobile Events, where residents purchased locally grown vegetables using SNAP/Link benefits
  - ROE diaper distributions
  - DCCG Community Gardens
  - ROE Toddler Garden
  - Health Department flu shot clinics, COVID-19 vaccine clinics, immunizations and Family Planning services by-appointment
  - Health Department did COVID case investigation and follow-up guidelines; providing instruction on Isolation and Quarantine when necessary
  - Health Department provided cleaning products and (extra) food as needed
  - Quarterly Resource Fairs
  - Women's Support/Empowerment Group Sister Stand by Me
  - Collaboration amongst numerous agencies serving UV
  - 4-C's Family Enrichment Program, including virtual home visits
  - SlickText enrollment initiatives; coloring contest
  - FSA sent out information to UV residents through SlickText of available community resources, assistance/services, events, job opportunities, free educational classes,
  - Adventure Works door-to-door delivery of resource bags weekly; bags included information on community and collaborative partner resources, tools/supplies for managing the pandemic (hand sanitizer and masks), and healthy snacks
  - FSA's CFC program provided group and individual therapy sessions to assist with challenges such as grief, anxiety, PTSD, trauma, etc., and clinical case management
  - FSA's CAP offered in-person case management services weekly
  - FSA's CAP provided rent and/or utility financial assistance through CARES Act funding
  - DeKalb Workforce Development Office serviced residents through WIOA
  - DeKalb STEAM Project planning and introduction; after school program for middle school age by Kristin Brynteson from NIU



- Collaboration between the City of DeKalb, Community Social Services, UV Property Management, Faith Community, and UV Residents
  - Welcomed and grew new partner entities

### **Program Service Delivery**

#### **Family Service Agency**

Family Service Agency will be the lead agency for the collaborative in calendar year 2022-2024. As lead agency, FSA will be responsible for:

- Fiscal agent duties
  - Fiscal agent between the City and paid partner organizations.
  - Invoice City for all required disbursements to partner organizations on quarterly basis.
  - Following receipt of funds from the City, FSA shall immediately provide payment to paid partners who have invoiced FSA for services provided.
  - Provide documentation to the City that indicates funds have been disbursed to the appropriate partner organization per the previously provided invoice.
- Reporting
- Collaborative coordination
  - Schedule and coordinate meetings with all partnering organizations (funded and non-funded partners) and any other organization interested in providing direct services to University Village.
  - Identify resources and create strategic partnerships between agencies and programs and maintain ongoing communication between stakeholders.
  - Facilitate collaborative meetings monthly until it is determined that meeting frequency can be decreased.
- Outreach communication

FSA's Community Action Program works to provide access to opportunities for all low-income individuals and families in DeKalb County by providing education and empowering them with effective community resources and support to increase self-sufficiency and household stability. FSA will be involved in the University Village community through:

- Outreach
  - Partner and program promotion for residents through various communication outlets including text message notification
- Comprehensive case management tailored to the individual/family inclusive of, but not limited to:
  - Budgeting
  - Time management
  - Household emergencies
  - Applying for governmental benefits
  - Advocate for needs
- Information & referral services
- Community-wide and on-site programming and presentations
  - Essential anti-poverty programs

#### **Adventure Works**

- Adventure Works (AW) committed staff will continue to be present and active in collaborative meeting and events. All of Adventure Works programs and services are available to the residents of UV and if funding and staffing allows, AW will explore providing services on site at the Village
- Quarterly reporting of services delivered to University Village residents

#### **DeKalb County Community Gardens**

Community Growers Gardening Program:



- Educate residents on healthy food options and the production of healthy foods.
  - Recruit residents of University Village to participate in the "Community Growers" program.
    - Job skill training and training in growing vegetables.
  - Lead grower and community educator on site for a minimum of 10 weeks of the calendar year to coordinate and manage the "Community Growers" program and on-site gardens.
  - Participate in partner meetings.
  - Provide quarterly report and invoice by the set date required.
- Grow Mobile Service to University Village
- Twenty-four (24) Grow Mobile (mobile food pantry) events onsite at University Village.

**DeKalb County Health Department**

- Serve University Village and surrounding areas with a "no missed opportunity" model
- Provide Family Case Management (FCM) / Women, Infants, and Children (WIC)
  - Blood Lead Testing Childhood and Adult Immunizations
  - Family Planning
  - STD Testing and Treatment
  - Communicable Disease services to include flu shot and COVID-19 vaccine clinics
  - Healthcare, Medicaid, and Insurance Enrollment Assistance
  - When feasible, schedule and facilitate health screenings and vaccination events that will take place onsite at University Village, or within walking distance of University Village, or include the coordination of on-demand shuttle services to transport residents to the Health Department facilities (e.g. vaccinations related to school registration).
- Attend collaborative meetings monthly
- Attend quarterly resource fairs
- Provide quarterly report by the set date required.

**4-C: Community Coordinated Child Care**

- Coordinate with the UV Collaborative to engage and increase the number of University Village residents that are participating in the Family Enrichment Program to support healthy parent-child relationships.
- Attend collaborative meetings monthly
- Attend quarterly resource fairs
- Provide quarterly report by the set date required

**2022 Goals**

Through active discussion on current projects and vision, the strategic planning group identified three main goals for 2022. These are activity-based goals versus systemic change-based goals due to time frame and various other challenges, such as 1-2 year average residency in University Village.

**Goal Area #1: Improved Resource Communication & Improved Community Integration in UV through the Collaborative:**

Objectives

- Educate and engage UV Property Management, front office staff, and grounds/maintenance in the work of the Collaborative by:
  - Having collaborative partner attend UV staff meeting monthly
  - Develop new resident information flyer and plan quarterly "move in" orientation meetings in partnership with management
  - Investigate location and funding for an informational station. Continue partnership with UV management to provide and ensure manageable upkeep of information.



- Provide various on-site presentations and events to encourage and promote self-sufficiency.
- Continue regular communication through various mediums to residents of opportunities/events encouraging access to critical services through information and referral.

**Goal Area #2: Advocacy, Empowerment, and Leadership**

Objectives

- Households increase overall stability and self-sufficiency as a result of comprehensive support services.
- Explore opportunities to connect residents to various community boards/action groups to lobby/support UV and surrounding residents in community decision making
- Summer Summit
- Leadership Development Program established

**Goal Area #3: Childcare**

Objectives

- Explore childcare options in both formal and informal settings, including creative ideas to address limitations in what is currently offered in the community
- Host monthly Parent Cafe onsite at UV

**Yearly Budget for 2022, 2023 and 2024: University Village Collaborative**

**Scope of Services**

| <b>Service</b>   | <b>Agency Responsible</b>       | <b>Request</b>     |
|--|---------------------------------|--------------------|
| Fiscal Agency, Collaborative Coordination, & Reporting         | Family Service Agency           | \$5,000.00         |
| Community Action supplies, cell phone & text messaging service | Family Service Agency           | \$2,000.00         |
| Community Action Program services                              | Family Service Agency           | \$12,050.00        |
| Community Action Program presentations & incentives            | Family Service Agency           | \$5,000.00         |
| Grow Mobile  | DeKalb County Community Gardens | \$4,800.00         |
| Community Gardens  | DeKalb County Community Gardens | \$4,150.00         |
| Adventure-based interventions                                  | Adventure Works                 | \$0.00             |
| Family Support/Truancy   | Regional Office of Education    | \$0.00             |
| Early Childhood & Parent Services - onsite parent support      | 4-C                             | \$0.00             |
| Health Related Education & Support                             | DeKalb County Health Dept.      | \$0.00             |
| Data/Outcomes  | NIU CGS                         | \$0.00             |
| Employment Services  | IL WorkNet/Kishwaukee College   | \$0.00             |
|  | DeKalb Township                 | \$0.00             |
| AGN Social Services in development                             |                                 | \$0.00             |
| <b>Total Request per year</b>                                  |                                 | <b>\$33,000.00</b> |



## Exhibit B: Insurance Requirements

### **1. All Contractors and All Contracts**

Contractor shall provide any and all insurance required under any applicable law, regulation, statute, or ordinance, including but not limited to workers' compensation insurance, unemployment insurance, automobile liability insurance, and other legally required insurance. Contractor shall produce a certificate evidencing current coverage upon request from the City. Contractor shall indemnify and hold harmless the City from any and all liability, damage, cost, or expense which the City may incur or be liable to pay as a result of any and all accidental injuries or damages suffered by the Consultant or its employees (in addition to any other required indemnification or insurance from Consultant).

### **2. Certificates and General Conditions**

Unless otherwise indicated herein, any certificate of insurance shall further indicate that the City is additional named *primary* insured on such policy of insurance, shall indicate that such policies shall not have any right of subrogation against the City or the City's insurers, and shall indicate that said policy shall not be cancelled or revoked except after the provision of not less than thirty days' notice to the City. Contractor shall maintain said policy in full force and effect for the duration of this Agreement and shall periodically provide updated certificates of insurance to evidence continuing coverage in compliance herewith. For purposes of this Agreement and insurance provided hereunder, the "City" shall include the City of DeKalb, its employees, appointed and elected officers, its committees, its attorneys, and all corporate bodies that exist as a subsidiary to the City.

### **3. Comprehensive General Liability Coverage Requirements**

Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive general liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person/Two Million Dollars (\$2,000,000.00) per occurrence.

### **4. Automobile Insurance Coverage**

Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive automobile liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person/Two Million Dollars (\$2,000,000.00) per occurrence.

### **5. Workers Compensation; Other Insurance Required by Law**

Contractor shall maintain workers compensation insurance with coverage at least in minimum amounts as required by law and shall further maintain all other forms of insurance as shall be required by law from time to time. Insurance under this Subsection 5 need not name the City as additional insured.

### **6. Indemnification**

The policy limits, availability, or inavailability of insurance coverage or the applicability of claims, defenses, or limitations based upon applicable law (including but not limited to the Illinois Worker's Compensation Act or similar laws or statutes) shall in no way limit the Contractor's obligation to indemnify and hold harmless the City from any claims for damage, liabilities, or other costs arising out of or relating to the Contractor's work or this Agreement.

