

RESOLUTION 2016-077

PASSED: JUNE 27, 2016

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO SIGN A HUMAN SERVICES AGREEMENT WITH HOPE HAVEN IN THE AMOUNT OF \$2,500 FOR HUMAN SERVICES FUNDING BEGINNING JULY 1, 2016 THROUGH DECEMBER 31, 2016.

WHEREAS, the City Council has reviewed and approved the Fiscal Year 2016.5 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:

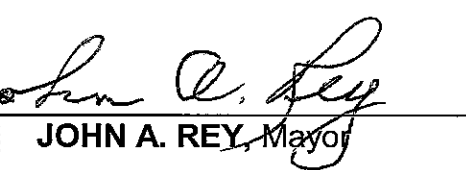
Section 1. That the Mayor of the City of DeKalb, Illinois, is authorized and directed to sign an agreement with Hope Haven for funding in the amount of \$2,500, a copy of which is attached hereto and made a part thereof as Exhibit "A".

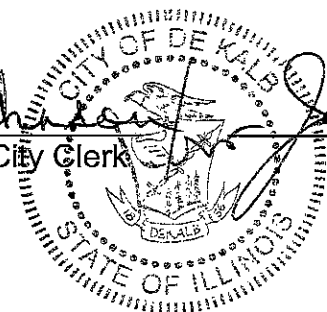
Section 2. That the City Clerk of the City of DeKalb, Illinois is authorized and directed to attest the Mayor's signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 27th day of June, 2016, and approved by me as Mayor on the same day. Passed by a roll call vote of 8-0. Aye: Jacobson, Finucane, Marquardt, Snow, Noreiko, Baker, Faivre, Rey.

ATTEST:


JENNIFER JEEP JOHNSON, City Clerk


JOHN A. REY, Mayor



HUMAN SERVICES AGREEMENT HOPE HAVEN

This agreement made this 1st day of July, 2016, between the City of DeKalb, a municipal corporation of the State of Illinois, hereinafter referred to as the "City" and Hope Haven, 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. 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. Third priority shall be given to those services which seek to enhance the quality of life of persons whose basic needs are already met. Priority shall also be given to services which primarily benefit low and moderate income residents. The services provided by the Grantee are consistent with these guidelines as explained on the attached Exhibit A, Question No. 5.
2. Services shall address specific documented needs. The services provided by the Grantee address the specific, documented needs as explained on the attached Exhibit A, Question No. 6.
3. Services shall also receive financial support from other community sources. Grantee has attached hereto a copy of its budget for the period that this Agreement covers as Exhibit B, which budget establishes that the Grantee receives at least _____% of its funding from third party sources. A copy of Grantee's audit or year end financial statement from the most recent complete year of operations is attached hereto as Exhibit C.
4. City funds are used only to support those services directly benefiting DeKalb residents. The City will not subsidize the cost of services to non-residents. Grantee has certified compliance with this requirement by signing the attached Exhibit A.
5. Administrative costs for these services are to be kept to a minimum. Grantee has identified the allocation between administrative costs and program costs as explained on the attached Exhibit A, Question No. 7.
6. These services must be coordinated with other agencies when feasible. Grantee has outlined how services are coordinated with other agencies as explained on the attached Exhibit A, Question No. 8.

7. The City will not fund, but may augment, services which are the responsibility of another public agency or funding source. Grantee has identified any areas where the City's funds are being utilized to augment third party responsibilities as explained on the attached Exhibit A, Question No.9.
8. City funds are to be used primarily to match or leverage other private or public funds. Grantee has explained how matching or leveraged funds are being sought or obtained as explained on the attached Exhibit A, Question No. 10.
9. The City's intent is to contract for specific services and monitor their effectiveness. Grantee has: a) identified the metrics by which its performance is to be evaluated on an annual basis; b) identified those third parties that provide any review or evaluation of Grantee's efforts; and, c) explained its clearly defined performance evaluation process, as explained on the attached Exhibit A, Question No. 11.
10. Grantee has clearly identified and delineated where any elected or appointed official of the City or any City employee is involved in its programming or receives any direct or indirect benefit, any compensation or any pecuniary benefit of any form by virtue of Grantee's program or the City funding provided hereunder, as explained on the attached Exhibit A, Question No. 12.
11. Grantee has outlined the process by which funds are held by Grantee as explained on the attached Exhibit A, Question No. 13, and all such funds are held by the Grantee in a Grantee-specific checking account with the financial institution identified therein (and not in any personal checking account), unless otherwise indicated therein.

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, 2016 to December 31, 2016. The City or Grantee may terminate this Agreement at any time, upon the provision of thirty (30) days written notice. The City may terminate this agreement at any time based upon the occurrence of a breach of this Agreement, upon the provision of 48 hours written notice.
2. **Scope of Service.** The Grantee shall provide services in accordance with the service plan provided in the original application, a copy of which is attached hereto as Exhibit A.
3. **Hold Harmless.** The Grantee hereby agrees to indemnify, defend and hold the City and its officers, employees, contractors and representatives 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 or which relate to this Agreement or the funding provided herein. The Grantee agrees and acknowledges that the City is not in any way responsible for the conduct or provision of Grantee's programs or services, and is not responsible for the review, supervision or management of Grantee's personnel, volunteers, participants, programming or services.

4. **Payment.** The City agrees to pay the Grantee the sum of Two thousand five hundred and No/100 Dollars (\$2,500.00) for services rendered under this agreement. **Payment will be disbursed in two equal installments, and will be processed upon receipt of the Grantee's quarterly reports, as required by this funding agreement.** In the event that this Agreement is terminated, no further payments shall be due or payable to Grantee. In the event that the City Council determines that the City's financial condition does not support making a payment otherwise due under this Agreement, the City may suspend, delay or otherwise cancel payments due hereunder.
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. The Grantee also agrees to provide the City with a copy of its operating budget and its audit or year-end financial statement for each fiscal year or portion thereof in which the Grantee receives funding under this (or successor) agreements.
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. The Grantee further agrees to send the City a copy of all documentation required to demonstrate its performance or which is identified as a performance-evaluation tool in Exhibit A, Question 11. The Grantee further agrees that it shall provide a verbal report to the City at a regularly scheduled meeting of the City Council at least once annually, and on additional dates as may be requested by the City from time to time.

Quarterly reports shall be provided to the City on or before the 10th day of the following months:

- 1st Quarter – October
- 2nd Quarter – January

7. **Compliance with Laws.** The Grantee expressly covenants and agrees that it shall comply with all applicable laws, including those laws applicable to the use of public funding to the extent that such laws are applicable to programs funded in whole or in part by the City of DeKalb. The Grantee expressly covenants that it shall not discriminate against any person or organization on the basis of any legally recognized protected classification, including but not limited to race, gender, religion, ethnic or cultural background, sexual preference, or other legally


recognized, protected classification, in the provision of its services or use of funding provided hereunder.

8. **Use of Funds.** The Grantee shall only utilize funds made available under this agreement for the provision of services consistent with this agreement, and shall not use such funding for any other purpose, nor for the construction of any real property or improvement to real property, nor for any purpose which constitutes "Public Works" for purposes of the Illinois Prevailing Wage Act.
9. **Grantee's Organization.** Grantee is organized in the format as described in Exhibit A. For the term of this Agreement, Grantee shall take such actions as shall be required to maintain that form of organization. Grantee shall provide the City with notice of the meetings of its governing board or board of directors, and the City shall have the opportunity to attend such meetings as an *ex officio* member of such governing board; the City shall also have the right to review the minutes of all such meetings.
10. **Grantee-Specific Obligations.** Grantee shall comply with the listing of Grantee-Specific Obligations attached hereto as Exhibit D.
11. **Certification:** Grantee hereby certifies that it shall comply with the contents of this Agreement and the terms of its Application, and certifies that the contents of this Agreement and the Application are true, accurate and correct. The recitals to this Agreement are expressly incorporated herein by reference.


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 ____ day of _____, 2016, 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.

HOPE HAVEN

CITY OF DEKALB, ILLINOIS




Board Chairman





John A. Rey, Mayor

ATTEST:

ATTEST:



Executive Director

Jennifer Jeep Johnson, City Clerk

Exhibit A: Funding Application



200 South Fourth Street
DeKalb, Illinois 60115
815.748.2000 • cityofdekalb.com

**FY 2017 HUMAN SERVICES FUNDING APPLICATION
Six Months Funding 7/1/16 to 12/31/16**

**APPLICATION MUST BE RECEIVED NO LATER THAN APRIL 29TH.
INCOMPLETE APPLICATIONS AND/OR LATE SUBMISSIONS WILL NOT BE CONSIDERED.**

Agency Name: Hope Haven of DeKalb County, Inc.

Mailing Address: 1145 Rushmoore Drive, DeKalb Illinois 60115

Agency Director: Lesly D. Wicks, LCSW

Contact Person: Lesly D. Wicks, LCSW

Telephone No.: 815-758-3166 **Email Address:** lwicks@hopehavendekalb.com

Name of Person Responsible for Completing Quarterly Report: Jasmin McIntosh

Telephone No.: 815-758-3166 **Email Address:** jmcintosh@hopehavendekalb.com

Program Description: Hope Haven provides emergency shelter and food to homeless individuals and families living in DeKalb County. We provide case management, life skills, counseling, nursing care, psychiatric care, and needed referrals to appropriate social service agencies. We also provide supportive, permanent housing to forty-nine individuals with severe mental illness in the context of their homes in the community.

Six Month Program Budget: \$225,000

Amount of Funding Requested: \$2,500

% of Six Month Program Budget: 1.1%

Total Number of Estimated Program Participants: 165

Total Number of Estimated DeKalb Residents to be Served: 130

% of Six Month Budget: .4%

1. A current listing of the agency's Board of Directors and terms.
2. The current annual operating budget for the agency.
3. Any descriptive materials of the agency that would help augment the application.
4. Documentation of the agency's 501(c)(3) status.

The City of DeKalb retains the right to request any and all additional information from the agency it may determine necessary in making funding decisions. This may include, but not limited to, agency audits, articles of incorporation, or any other information deemed appropriate.

The undersigned hereby certifies the information contained in this application is true and accurate to the best of their knowledge and belief.

Name of Authorized Signer: Lesly D. Wicks
 Title: Executive Director
 Signature: *Lesly D. Wicks*
 Date: 4/20/2016

Please submit application in one of the following methods:

- via regular mail postmarked no later than April 29, 2016 to:
 City of DeKalb
 Attention: Joanne Rouse
 200 S. Fourth Street
 DeKalb, Illinois 60115
- via facsimile dated no later than April 29, 2016 to: (815) 748-2091, Attention: Joanne Rouse
- via email dated no later than April 29, 2016 to: joanne.rouse@cityofdekalb.com

OFFICE USE ONLY:	
Date Application Received:	<u>4/21/16</u>
<input type="checkbox"/> Approved – Annual Amount Awarded \$ _____ / \$ _____ per quarter	
<input type="checkbox"/> Denied	

Hope Haven Board of Directors

Board of Directors

Exhibit F

Caroline Lowery, Board Chair
Business Development Officer
National Bank & Trust Company
3483 Comstock Avenue
DeKalb, IL 60115
work: (815) 754-7880
cell: (815) 520-1964
email: clowery@banknbt.com
caroline.bluedog@gmail.com

Sue Guio, Vice Chair
Retired - Community Development
211 Tilton Park Drive
DeKalb, IL 60115
cell: (815) 762-9956
email: sueguio@hotmail.com

Marilyn Ellerby, Secretary
Secretary, St. Paul's Church/Sandwich
223 W 3rd St
Sandwich, IL 60548
home: 815-786-6102
email: bellerby@indianvalley.com

Martha O'Gorman, Treasurer
Nutrition Counselor
121 West Alden Place
DeKalb, IL 60115
cell: (815) 7614280
email: mogorman.RD@gmail.com

Joan Bickner, Director
Retired Nurse
11702 Deerpath Road
Sycamore, IL 60178
cell: (715) 891-2145
email: joan@dekalggroup.org

Wayne Fesler, Director
Retired Administrator
4 Greenview Court
DeKalb, IL 60115
cell: (815) 761-0242
home: (815) 758-6575
email: wfesler@comcast.net

Brian Ellingson, Director
Resource Bank
310 S Hwy 23
Genoa, IL 60135
work: (815)784-8314
cell: (815) 985-4556
email: bellingson@resourcebank.com

Suzanne Juday, Director
Retired Educator
11208 N. Grove Rd.
Sycamore, IL 60178
home: (815) 895-2082
email: Suzanne.Juday@idealindustries.com

Julie Suter, Director
Retired Educator
2765 Wedgewood Dr.
DeKalb, IL 60115
home: 815-758-5944
email: julieandtimsuter@comcast.net

Sheryl Nakonechny, Director
Retired Educator
304 S. 6th St.
DeKalb, IL 60115
home: (815) 748-4705
email: snak974@comcast.net

Tait Lundgren, Director
Attorney At Law
The Foster & Buick Law Group
Sycamore, IL 60178
work: (815) 758-6616
cell: (630) 621-2968
email: tlundgren@fosterbuick.com

Michele Roberts, Director
Physician Assistant, Kish Health Center
for Family Health
21193 Malta Road
Malta, IL 60150
cell: 815-757-4265
micheleR32@gmail.com

Mary Herbert, Client Representative
Hope Haven of DeKalb County, Inc.
965 W. Dresser Road, Apt. #26
DeKalb, IL 60115
home: (815) 758-3166

Lesly D. Wicks, Ex-Officio
Hope Haven of DeKalb County, Inc.
1145 Rushmoore Drive
DeKalb, IL 60115
work: (815) 758-3166
cell: (815) 762-0076
email: ldwicks@yahoo.com

Internal Revenue Service

Date: October 26, 2006

HOPE HAVEN OF DEKALB COUNTY INC
1145 RUSHMOORE DR
DEKALB IL 60115-5132

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:

Janet M. Duncan 31-07676
Correspondence Specialist/Screener

Toll Free Telephone Number:

877-829-5500

Federal Identification Number:

36-3537762

Dear Sir or Madam:

This is in response to your request of October 26, 2006, regarding your organization's tax-exempt status.

In November 1990 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Janna K. Skufca, Director, TE/GE
Customer Account Services

Exhibit B: Current Year's Budget

Hope Haven of DeKalb County, Inc.
 FY16 Budget Mid-year Adjustment
 July 1, 2015 - June 30, 2016

Revenue	Budget
Government Funding	
HUD Rapid Re-Housing	106,000
HUD Housing First (SRO)	29,704
HUD - Dresser Ct.	98,690
FEMA Grant	15,000
Dept Human Serv- ESG (DCEO)	68,518
Dept Human Serv-Emergen Shelter	-
Dept Human Serv-Hsg First (SRO)	-
Dept Human Serv-Prevention	-
DeKalb County Mental Health 708	498,551
DeKalb County Senior Tax Levy	14,390
Township Grants	10,500
City of De Kalb	5,000
City of De Kalb/CDBG	9,000
Total Government Funding	855,353
Grants, Donations, Fundraising	
United Way Grants	30,000
Foundation & Corp Grants	40,000
Mary Uscian Health Grant	3,000
Donations (General)	140,000
"Night-By-Night" Fundraiser	34,000
Client Activities Donations	12,200
Fundraising Events	55,000
Total Grants, Donations, Fundraising	314,200
Rent/ T.H. (Program Services)	-
Rent Housing First (SRO)	56,496
Interest Income	150
Total Revenue	1,226,199
Expense	
Payroll	
Salaries & Wages	813,352
Payroll Taxes	69,135
Health Insurance	70,969
Workers Comp Insurance	22,000
Total Payroll	975,456
Audit Expense	3,750
Client Activities (Children)	15,000
Client Mary Uscian Health Expen	3,000
Client Services	6,000
Contractual Services	25,000
Fundraising Expense	7,000
Furnishing & Equipment Expense	8,000
Liability & D&O Insurance	16,600
Memberships & Dues	1,300
Miscellaneous	2,000
Office Expenses	8,000
Rent Assistance DHS/ Emerg Solu	10,000
Rent Assistance- DHS Prevention	12,987
Rent Assistance- HUD	39,646
Repair & Maintenance	12,000
Site Supplies	10,000
Staff Development & Training	5,000
Staff mileage	8,000
Telephone	10,500
Utilities	35,000
Total Expense	1,214,239
Net Income (Loss)	11,960

Exhibit C: Most Recent Completed Fiscal Year's Audit or Year-End Financial Statement

To Follow

Exhibit D: Grantee-Specific Obligations

Grantee agrees and acknowledges that it shall comply with the following obligations, which shall be considered to be an integral component of the Agreement:

To be determined.