RESOLUTION 2016-080  

PASSED: JUNE 27, 2016

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO SIGN A HUMAN SERVICES AGREEMENT WITH SAFE PASSAGE IN THE AMOUNT OF $5,000 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 Safe Passage for funding in the amount of $5,000, 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
SAFE PASSAGE

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 Safe Passage, 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 [Five thousand] and
No/100 Dollars ($5,000.00) 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 1st day of September, 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.

SAFE PASSAGE

CITY OF DEKALB, ILLINOIS

[Signatures]

Board Chairman

John A. Rey, Mayor

ATTEST:

Mary Ellen Schall

Executive Director

Jennifer Jeep Johnson, City Clerk
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: Safe Passage
Mailing Address: P. O. Box 621, DeKalb, IL 60115
Agency Director: Mary Ellen Schaid
Contact Person: Mary Ellen Schaid
Telephone No.: 815-756-7930 Email Address: mschaid@safepassagedv.org
Name of Person Responsible for Completing Quarterly Report: Becky Versluys
Telephone No.: 815-756-7930 Email Address: bversluys@safepassagedv.org
Program Description: See attached.

Six Month Program Budget: $760,289.00
Amount of Funding Requested: $5,309.00
% of Six Month Program Budget: 0.7 %
Total Number of Estimated Program Participants: 1000
Total Number of Estimated DeKalb Residents to be Served: 550
% of Six Month Budget: 55% %

The following documents must accompany the application:
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: Mary Ellen Schaid

Title: Executive Director

Signature: Mary Ellen Schaid

Date: April 28, 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: 4.28.16

☐ Approved – Annual Amount Awarded $_______________ / $_______________ per quarter

☐ Denied
PROGRAM DESCRIPTION

In FY15, Safe Passage provided service to 726 individuals in the domestic violence and sexual assault victims programs. Forty-one percent of these were City of DeKalb residents. Over 3640 hours of service were provided and over 22,600 meals were served. The Abuse Intervention Program provided over 2,600 hours of service to 149 clients. During the first six months of FY16, almost 600 clients have been served across the three programs.

The mission of Safe Passage is to promote the right to non-violent, abuse free relationships for all through advocacy, support, intervention and prevention education in DeKalb County. We strive to accomplish this through a variety of programs and services. These include:

- A 24/7 Hotline answered by trained advocates through which we provide crisis intervention, information and referrals for victims of domestic and sexual violence.
- Safety and stability for women and their children fleeing violence in their homes in our Emergency Shelter which houses up to 25 women and children.
- Long-term transitional housing for women and children who are working on reaching goals such as education, housing, jobs, etc. and need more time and support to establish themselves safely in the community.
- Supportive services including medical advocacy to victims when they come into an emergency room due to domestic or sexual assault and legal advocacy to assist them in obtaining orders of protection, supporting them in court proceedings and helping them to learn and understand their legal rights.
- Individual, group and family counseling and therapy services for all victims of domestic and sexual violence who live at Safe Passage or come to us from the community.
- A Partner Abuse Intervention Program (PAIP) that provides psycho-educational groups for men and women who are charged with a domestic battery.
- A complete range of prevention education programs in schools to children K-12, college students and presentations for any community groups to raise awareness of the causes and effects of domestic and sexual violence.
- Education to first responders such as police, medical providers, teachers, recreation workers, youth workers and others to increase their understanding of the causes, effects and dynamics of domestic and sexual assault and how to identify and best respond to victims.

All of our services and programs except for PAIP are completely confidential and free of charge to women, men and children who are victims of, or in the case of children, exposed to domestic and sexual violence. In addition the training we provide to all first responders, schools and community organizations or groups interested in learning more about Safe Passage and the impact of domestic and sexual violence on individuals and the community as a whole is also provided free of charge. People who are referred to our PAIP program are charged fees on a sliding scale according to their ability to pay.
In addition to extensive service provision to victims of domestic and sexual violence, Safe Passage also has an extensive array of prevention and education programming and services we provide every year to K-12 school children and staff as well as to students and staff at NIU and Kishwaukee College and to many churches, civic and community groups throughout the county. Each year we provide direct service including shelter, advocacy and counseling to about 3000 women, children and men who suffer the effects of domestic and sexual violence and reach hundreds if not thousands more in the prevention education and outreach work we do.

We are grateful for the financial support of the City of DeKalb and will utilize funds awarded to help support the important legal and medical advocacy services we provide.

Thank you!
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<th>Term Ends</th>
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In reply refer to: 0248364798
Aug. 12, 2010 LTR 416BC E0
36-3108372 000000 00
00015633
BODC: TE

SAFE PASSAGE INC.
PO BOX 621
DEKALB IL 60115-0621

Employer Identification Number: 36-3108372
Person to Contact: Mr Bayer
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Aug. 03, 2010, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in March 1981.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file.

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

Sincerely yours,

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I
Domestic violence is control by one partner over another in a dating, marital, or live-in relationship. The means of control includes physical, sexual, emotional, and economic abuse as well as threats and isolation. Domestic violence can happen to anyone, regardless of size or gender. The problem is often overlooked, excused or denied. This is especially true when the violence is psychological rather than physical. Emotional abuse is often minimized but it can leave deep and lasting scars.

Questions to ask yourself:
- Are you ever afraid of your partner?
- Has your partner ever actually hurt or threatened to hurt you or someone you care about to get what they want?
- Do they threaten to take your children away?
- Do you constantly worry about your partner’s behavior?
- Do they keep you away from your family and friends?
- Do you endure put-downs, name calling or public humiliation?

**VOLUNTEER/INTERNS OPPORTUNITIES**

Volunteers and interns play a vital role in enabling us to accomplish our mission. Volunteers and interns participate in a variety of ways at Safe Passage. Some of the responsibilities may include helping with Children’s and Adults’ counseling groups, answering the hotline, taking medical on-call shifts, and helping with fundraising and special events.

Volunteers are required to complete a 65 hour training on the dynamics of domestic violence and sexual assault. This training is offered three times per year. Please see our website [www.safepassage dv.org](http://www.safepassage dv.org) or call 815-755-7930 for more information.

**MISSION STATEMENT**

It is the mission of Safe Passage to reduce and/or prevent domestic and sexual violence in DeKalb County. This will be accomplished in the following ways:
- By providing immediate safety, supportive services, and transitional assistance to victims of domestic and sexual violence;
- By promoting community awareness of the causes and effects of domestic and sexual violence;
- By effecting changes in the laws and practices that perpetuate domestic and sexual violence and;
- By providing responsible, appropriate, and effective services to perpetrators of violence.

Safe Passage
P.O. Box 621
DeKalb, Illinois 60115

dekalbsafepassage dv.org
[www.safepassage dv.org](http://www.safepassage dv.org)
Follow us on Facebook

Safe Passage
DeKalb Hotline: 815-755-5228
Sycamore Hotline: 815-786-6333
Business Line: 815-755-7930
Fax: 815-765-7932

24-hour emergency assistance for victims of domestic violence and sexual assault is available:
815-756-5228 DeKalb
815-786-6333 Sandwich
The staff at Safe Passage are composed of professionals and volunteers who work with survivors of domestic violence and sexual assault, and their families, in a safe and non-judgmental atmosphere. Whether the abuse occurred yesterday or years ago, Safe Passage staff are here to help.

**SEXUAL ASSAULT SERVICES**

**24-hour hotline support** - trained staff are available 24 hours per day to provide emotional support, as well as information and referrals.

**Counseling** - individual and group counseling are available. Master's degree level counselors can help survivors and their loved ones process emotions and reactions relating to sexual abuse/assault, help develop healthy coping strategies, and provide support in the healing process.

**Advocacy** - trained advocates provide support as survivors navigate the legal system and assist as they seek other social services.

**24-hour medical advocacy** - trained advocates provide support and assistance at the hospital when a victim arrives in the ER.

***Staff from rape crisis centers, such as Safe Passage, are the only professionals able to offer their clients absolute privilege regarding confidentiality. What does this mean? It means, unlike other mental health professionals, Safe Passage sexual assault staff, by law, are NOT required to disclose any confidential communications shared between client and staff in any civil or criminal proceeding without written consent from the victim.***

**DOMESTIC VIOLENCE SERVICES**

**24-hour hotline support** - trained staff are available 24 hours per day to provide emotional support, as well as information and referrals.

**Emergency shelter** - a place where victims and their children can find safety and receive confidential help.

**Transitional housing** - a long-term housing arrangement for clients working on becoming self-sufficient.

**Counseling** - individual and group counseling are available for both adults and children. Master's degree level counselors can help survivors and their children process emotions and reactions relating to domestic violence, help to develop healthy coping strategies, and provide support in the healing process.

**Legal Advocacy** - trained advocates assist clients with completing paperwork necessary to obtain Orders of Protections and assist the client through the court process.

**Other advocacy** - advocates are available to assist clients in obtaining other social services, public aid, child care, housing, education, job services, and transportation.

**24-hour medical advocacy** - trained advocates provide support and assistance at the hospital when a victim arrives in the ER.

**ABUSE INTERVENTION SERVICES**

The programs offered in the Abuse Intervention Services category are for offending individuals that have been court-ordered, agency-referred, or those who want to participate voluntarily.

**Partner Abuse Intervention Program** - to assist perpetrators of domestic violence in recognizing and understanding attitudes and behaviors that lead to violence against their intimate partners.

**Enhanced Anger Management** - for participants to learn to express anger in nonviolent ways and increase knowledge of anger and stress management techniques, while also focusing on power and control tactics.

**COMMUNITY EDUCATION**

Safe Passage staff can provide presentations to any group including schools, civic organizations, businesses, and churches. Presentations can be informational regarding what services are provided by the agency, or can be more educational in nature. Educational presentations can include the dynamics of domestic violence and/or sexual assault, healthy relationships, and teen dating violence.

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**All services to survivors of sexual assault and domestic violence are provided free of charge.**
Exhibit B: Current Year's Budget
## Proposed FY16 Budget

### Revenue

**Government grant funds**
- IDHS: $490,068
- ICADV: $210,359
- ICASA: $268,820
- AG: $49,555
- FEMA: $3,000
- 70R Board: $165,900
- City of DeKalb: $10,618
- City of DeKalb CDBG: $14,500
- DeKalb Township: $6,000
- United Ways: $17,250

**Unrestricted funds**
- PAIP Client Fees: $47,000
- EAM Client Fees: $-
- Bischof Assessment Fees: $5,000
- Interest Income: $20
- Other Income: $2,500
- Fundraising: $109,988
- Community Support: $120,000

**Total Income**: $1,520,578

### Expense

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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.