

RESOLUTION 2018-021 PASSED: FEBRUARY 12, 2018

AUTHORIZING THE MAYOR OF THE CITY OF DEKALB, ILLINOIS TO SIGN A HUMAN SERVICES AGREEMENT WITH NGUZO SABA IN THE AMOUNT OF \$4,000 FOR HUMAN SERVICES FUNDING BEGINNING JANUARY 1, 2018, THROUGH DECEMBER 31, 2018.

WHEREAS, the City Council has reviewed and approved the Fiscal Year 2018 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:

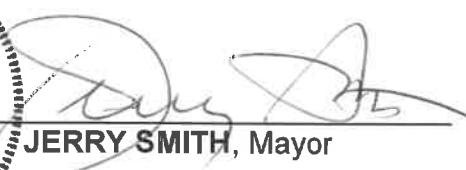
Section 1. That the Mayor of the City of DeKalb, Illinois, is authorized and directed to sign an agreement with Nguzo Saba for funding in the amount of \$4,000 for Fiscal Year 2018, a copy of which is attached hereto and made a part thereof as Exhibit "A", subject to such changes as shall be acceptable to him.

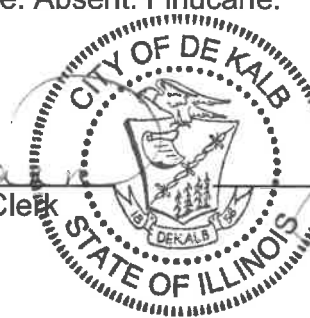
Section 2. That the City Clerk of the City of DeKalb is authorized and directed to attest the Mayor's signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 12th day of February, 2018, and approved by me as Mayor on the same day. Passed on a 7-0-1 roll call vote. Aye: Jacobson, Marquardt, Fagan, Noreiko, Verbic, Faivre, Smith. Nay: None. Absent: Finucane.

ATTEST:


SUSANNA HERRMANN, City Clerk


JERRY SMITH, Mayor

The seal of the City of DeKalb, Illinois, is circular with a double-line border. The outer ring contains the text "CITY OF DE KALB" at the top and "STATE OF ILLINOIS" at the bottom. The inner circle features a central emblem depicting a figure holding a staff, with a banner below it that reads "DEKALB 1831".

HUMAN SERVICES AGREEMENT NGUZO SABA

This agreement made this 12th day of February, 2018, between the City of DeKalb, a municipal corporation of the State of Illinois, hereinafter referred to as the "City" and Nguzo Saba, 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.
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.
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 57 % 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.
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.

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.
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.
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.
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.
11. Grantee has outlined the process by which funds are held by Grantee as explained on the attached Exhibit A, 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 January 1, 2018 to December 31, 2018. 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 Four thousand and No/100 Dollars (\$4,000.00) for services rendered under this agreement. **Payment will be disbursed in four equal installments, and will be processed upon receipt of the Grantee's quarterly reports, as required by this funding agreement.** 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. 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 – April
- 2nd Quarter – July
- 3rd Quarter – October
- 4th 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 6 day of March, 2018, 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.

NGUZO SABA


Board Chairman

ATTEST:


Executive Director

CITY OF DEKALB, ILLINOIS


Jerry Smith, Mayor

ATTEST:


Susanna Herrmann, City Clerk



Exhibit A: Funding Application



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

FY 2018 HUMAN SERVICES FUNDING APPLICATION
Twelve Months Funding 1/1/18 to 12/31/18

APPLICATION MUST BE RECEIVED NO LATER THAN NOVEMBER 17, 2017.
INCOMPLETE APPLICATIONS AND/OR LATE SUBMISSIONS WILL NOT BE CONSIDERED.

Agency Name: Nguzo Saba Men's Club
Mailing Address: 1806 Kennicott Court, Sycamore, IL 60178
Agency Director: Derrick Smith
Contact Person: Derrick Smith
Telephone No.: 815-793-1990 Email Address: dsssmith@niu.edu
Name of Person Responsible for Completing Quarterly Report: Derrick Smith
Telephone No.: 815-793-1990 Email Address: dsssmith@niu.edu
Program Description: See Attachment

Twelve Month Program Budget: \$ 14,000.00
Amount of Funding Requested: \$ 6,000.00
% of Total Program Budget: 40 %
Total Number of Estimated Program Participants: 175
Total Number of Estimated DeKalb Residents to be Served: 175
Estimated DeKalb Residents as % of Total Participants to be Served: 100 %

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 is 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: Derrick Smith

Title: Director

Signature: Derrick Smith

Date: 11-20-17

Please submit application in one of the following methods:

- via regular mail to be received no later than November 17, 2017 to:

City of DeKalb
 Attention: Joanne Rouse
 200 S. Fourth Street
 DeKalb, Illinois 60115

- via email dated no later than November 17, 2017 to: joanne.rouse@cityofdekalb.com

OFFICE USE ONLY:	
Date Application Received:	<u>11/20/17 @ 5⁰⁷ pm</u> <i>ok'd by Mayor Smith</i>
<input type="checkbox"/> Approved – Annual Amount Awarded \$ _____ / \$ _____ per quarter	
<input type="checkbox"/> Denied	

**Nguzo Saba
Men's Club of DeKalb
Board of Directors**

**Derrick Smith, Deacon
New Hope Missionary Baptist Church
1806 Kennicott Court
Sycamore, IL 60178**

Director

**Jerry Wright, Pastor
The Rock Christian Church
586 Grange Court
DeKalb, IL 60115**

Assistant Director

**Charles Williams, Deacon
New Hope Missionary Baptist Church**

Treasurer

**Lenard McCall, Deacon
The Rock Christian Church**

Secretary

**Bruce Gholston
New Hope Missionary Baptist Church**

Program Coordinator

Name of Agency: Nguzo Saba Men's Club of DeKalb

Complete Description of Activities: The Men's Club began this program approximately 25 years ago to keep the youth (specifically African American males) in the community from "just hanging out" during the summers' late afternoon and evening hours. Basketball was used as the motivating factor to get the young people to attend the program and to attend on a regular basis. When the program first started members of the Men's Club volunteered 5 hours a day and 5 days a week for 8 weeks while paying for rental space at a local elementary school. Basketball continues to be the motivating factor to get young people in the program but we now have rap sessions about various topics such as education, health, gangs, alcohol and drug abuse, judicial system, etc, we also have guest speakers to come in their particular area of expertise. This program is extremely important for parents that cannot afford summer activities for their children in DeKalb. An integral part of the program and our goal as African American males in the community is to provide positive role models and mentoring for all the young people in the program as well as entire community. The mentoring aspect of the program stresses positive values and constructive behavior. This program allows young people to interact with each other while developing fundamental skills and gaining an understanding of the importance of teamwork from a personal and group capacity. When the program first started it was for males only until 2006, that summer we began accepting females and I am proud to say that 40% of the 150 young people involved in the program are females. The program was first housed by Park District, later School District 428 took care of this issue and presently Northern Illinois University has been graciously housing the camp for approximately 8 years on campus.

The program begins in late June at Anderson Hall's (on campus) gymnasiums in the northeast entrance and ends six weeks later in the first week of August. The camp meets Monday through Thursday every week from 5:00pm to 10:00pm. There is instructional basketball for grades 3rd through 8th from 5:00pm to 6:30pm and from 6:30pm to 7:30pm they play team basketball with coaches and referees. The high school participants begin their instructional basketball at 7:30pm to 9:00pm and 9:00pm to 10:00pm they play highly competitive games. Unfortunately again this year the staff did not publicize the program as much as we had done in the past because we could not hire enough staff to handle the potential 200-250 participants. After funding from the city's grant was cut by a 1/3 in 2011 the camp has averaged approximately 175 participants.

Sincerely,



Derrick Smith, Executive Director

INTERNAL REVENUE SERVICE
P. O. BOX 2500
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 14 2012

NGUZO HABA MENS CLUB OF DEKALE
C/O DERRICK SMITH
1806 KENNICOTT COURT
BYCAMORE, IL 60178

Employer Identification Number:
26-0634202

DLN:
17053177332002

Contact Person:
JASON T SHAMONS ID# 11616

Contact Telephone Number:
(877) 829-8500

Accounting Period Ending:
December 31

Public Charity Status:
170(b)(1)(A)(vii)

Form 990 Required:
Yes

Effective Date of Exemption:
May 15, 2010

Contribution Deductibility:
Yes

Addendum Applies:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible requests, devices, transfers or gifts under section 2054, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-FC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

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NGUZO SABA MENS CLUB OF DEKALB

Sincerely,



Holly O. Paz
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

Exhibit B: Current Year's Budget

**NGUZO SABA MEN'S CLUB
DEKALB SUMMER BASKETBALL/MENTORING PROGRAM
Annual Report for 2017**

Personnel

Program Supervisor	\$1,200.00
Instructional Skills Counselors	\$1,960.00
Program Coordinators	\$2,000.00

Administration

Workshop Materials	\$230.43
Program Flyers	\$200.00
Registration Forms	\$150.00
Certificates & Awards	\$550.00

Equipment

Basketballs	\$200.00
Whistles	\$60.00
First Aid Kits	\$60.00
Ball Racks	\$425.00
Ball Storage Unit	\$250.00
Ladders & Cones	\$280.00

Contractual

Pizza Hut	\$450.00
LB3 Tees (T-Shirts)	\$1,212.00
Wal-Mart	<u>\$716.40</u>

Total Expenditures 2015 \$9,943.83

Deposits

City of DeKalb	\$5,663.00
New Hope Missionary Baptist Church	\$1,500.00
The Rock Christian Church	\$1,500.00
Black Male Initiative	\$500.00
S.I.S.T.E.R.S.	\$500.00
College Parents Group	<u>\$400.00</u>
<u>Total Deposits 2015</u>	\$10,063.00

Bank Balance of of 9/30/15 \$119.17

In-Kind Contributions

Northern Illinois University	\$3,300.00
NIU Basketball	<u>\$300.00</u>
Total In-Kind	\$3,600.00

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

To Follow

**NGUZO SABA MEN'S CLUB
DEKALB SUMMER BASKETBALL/MENTORING PROGRAM**

Annual Report for: 2018

Personnel

Program Supervisor	\$1,200.00
Instructional Skills Counselors	\$1,960.00
Program Coordinators	\$2,000.00

Administration

Workshop Materials	\$353.50
Program Flyers	\$200.00
Registration Forms	\$250.00
Certificates & Awards	\$700.00

Equipment

Basketballs	\$200.00
Whistles	\$50.00
First Aid Kits	\$60.00
Ball Racks	\$225.00
New Scoreboards	\$800.00

Contractual

NIU	\$1,500.00
Pizza Hut	\$500.00
LB3 Tees (T-Shirts)	\$1,200.00
Wal-Mart	<u>\$430.00</u>

Total Expenditures: 2017 \$11,628.50

Deposits

City of DeKalb	\$6,000.00
New Hope Missionary Baptist Church	\$1,800.00
The Rock Christian Church	\$2,000.00
Mentoring Valuable Peers	\$1,400.00

Total Deposits 2017 \$11,200.00

Bank Balance of of 9/3 /30/17 \$93.45

In-Kind Contributions

Northern Illinois University	\$4,500.00
NIU Basketball	<u>\$600.00</u>
Total In-Kind	\$5,100.00

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:

Nguzo Saba (Grantee) will provide a basketball/mentoring program to keep youth off the streets during the summer late afternoon and evening hours. The program will provide youth with an opportunity to develop, progress and be successful mentally, physically, socially and academically. The program will serve both males and females with positive role models and mentors who stress positive values and constructive behaviors with the goal of preparing youth to make positive contributions to the DeKalb community and society as a whole.

Nguzo Saba proposes to serve 175 participants this year. Of this number, 175 are anticipated to be residents of the City of DeKalb. Grantee will track the total number of individuals served and will include a separate accounting of individuals who are residents of the City of DeKalb to document that City of DeKalb Human Services Funding is used only to support those services directly benefiting DeKalb residents. Grantee will report revenue from other sources to document that the agency receives funding to cover services provided to individuals who are not residents of the City of DeKalb. Reports will be submitted on a Quarterly basis in order to receive payment of grant funds.