

RESOLUTION 2019-013

PASSED: JANUARY 28, 2019

AUTHORIZING A HUMAN SERVICES AGREEMENT WITH COURT APPOINTED SPECIAL ADVOCATES (CASA) IN THE AMOUNT OF \$5,000 FOR HUMAN SERVICES FUNDING BEGINNING JANUARY 1, 2019 THROUGH DECEMBER 31, 2019.

WHEREAS, the City Council has reviewed and approved the Fiscal Year 2019 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 Court Appointed Special Advocates (CASA) for funding in the amount of \$5,000 for Fiscal Year 2019, 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 28th day of January 2019 and approved by me as Mayor on the same day. Passed by an 8-0 Omnibus roll call vote under the Consent Agenda. Aye: Jacobson, Finucane, Stupegia, Fagan, Noreiko, Verbic, Faivre, Smith. Nay: None.

ATTEST:


LYNN A. FAZEKAS, City Clerk




JERRY SMITH, Mayor

**HUMAN SERVICES AGREEMENT
COURT APPOINTED SPECIAL ADVOCATES (CASA)**

This agreement made this 28th day of January, 2019, between the City of DeKalb, a municipal corporation of the State of Illinois, hereinafter referred to as the "City" and Court Appointed Special Advocates (CASA), 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 98 % 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, 2019 to December 31, 2019. 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 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 _____ day of _____, 2019, 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.

COURT APPOINTED SPECIAL
ADVOCATES (CASA)



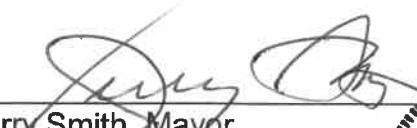
Board Chairman

ATTEST:



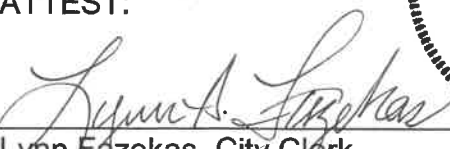
Executive Director

CITY OF DEKALB, ILLINOIS



Jerry Smith, Mayor

ATTEST:



Lynn Fazekas, City Clerk



Exhibit A: Funding Application



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

FY 2019 HUMAN SERVICES FUNDING APPLICATION
Twelve Months Funding 1/1/19 to 12/31/19

**APPLICATION MUST BE RECEIVED NO LATER THAN 5:00 P.M. ON NOVEMBER 9, 2018.
INCOMPLETE APPLICATIONS AND/OR LATE SUBMISSIONS WILL NOT BE CONSIDERED.**

Agency Name: CASA DeKalb County Inc.
Mailing Address: 407 W. State St., #6, Sycamore, IL 60178
Agency Director: Jill Olson
Contact Person: Jill Olson
Telephone No.: 815-895-2052 Email Address: casa@casadekalb.or
Name of Person Responsible for Completing Quarterly Report: Jill Olson
Telephone No.: 815-895-2052 Email Address: jolson@casadekalb.c
Program Description: Child advocacy in juvenile court

Twelve Month Program Budget: \$ \$248,000
Amount of Funding Requested: \$ \$5,000
% of Total Program Budget: 2.0 %
Total Number of Estimated Program Participants: 200
Total Number of Estimated DeKalb Residents to be Served: 100
Estimated DeKalb Residents as % of Total Participants to be Served: 50 %

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 and a detailed budget for the program requesting funding.
3. A detailed narrative explaining the program to be funded, its potential impact and any anticipated outcomes to be achieved. Also include any descriptive materials of the agency that would help augment the application.
4. Documentation of the agency's 501(c)(3) status.
5. Completed W-9 Form.
6. Copy of agency's most recent financial audit.

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: Jill Olson

Title: Executive Director

Signature: 

Date: 11/2/18

Please submit application in one of the following methods:

- via regular mail to be received no later than 5:00 p.m. on November 9, 2018 to:

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

- via email dated no later than 5:00 p.m. on November 9, 2018 to:
joanne.rouse@cityofdekalb.com

OFFICE USE ONLY:

Date Application Received: 11-2-18

Approved – Annual Amount Awarded \$ _____ / \$ _____ per quarter

Denied

CASA DeKalb County Inc. was established in DeKalb County in 1993. It is the sole provider of guardian ad litem services for abused and neglected children who have cases in the DeKalb County Juvenile Court. There is no other agency or organization that provides these services which are required by Illinois law. CASA's advocacy services are provided free of charge for children ages infant to 18. The CASA advocate remains the child's advocate throughout the time that the case is pending in court which averages 3 years. To date in 2018, CASA has served 191 children of whom 102 are residents of DeKalb. These children come from low income, at risk families that are frequently headed by one parent. The CASA advocates and staff, working in conjunction with other providers and the court system, seek to reunite children who have been removed from their families. The advocacy services provided by CASA are designed to impact the likelihood that these children can be returned safely to their home where possible. This year saw 14 cases close where these DeKalb children were either successfully returned home or adopted by their foster family.

CASA currently has 65 volunteer advocates. These advocates are supervised directly by the Advocate Supervisor who also is responsible for the training of new volunteer advocates as well as assisting in providing continuing education for all of the CASA advocates. We have calculated that it costs approximately \$2500 per year to train and support a CASA advocate. We hold training classes for new volunteers twice a year in the spring and the fall. Our goal is to train 8 to 10 new volunteer advocates each year. The training includes 24 hours of classroom instruction and 6 hours of independent study which is conducted using the curriculum most recently updated in 2017 by the National CASA Association. Additionally, the trainees participate in 5 hours of juvenile court observation, undergo a background check and meet with CASA staff for pre and post training interviews. Once successfully completed, the trainees are sworn in by the juvenile court judge of the DeKalb County Circuit Court. CASA advocates are expected to provide a minimum of a two year commitment to the program and are required to complete 12 hours of continuing education annually. During 2018, we trained 6 new advocates in the spring training and are completing training 11 this fall. We will be holding our next training in Spring 2019.

As the sole guardian ad litem providing advocacy services to these children, CASA DeKalb County Inc. is appointed to 100% of the cases filed in juvenile court involving abused and neglected children of which 53% of those cases this year involve DeKalb children. Therefore, it is essential that we always have an available advocate to appoint to a case once CASA has been assigned. The grant request of \$5000 from the City of DeKalb will be used for training expenses and staff support of the CASA advocates as well as providing continuing education for the advocates in such areas as trauma training, mental health and substance abuse issues.

The goal of the CASA program is that every child has a safe and permanent home. We appreciate the opportunity to provide you with this information about the work of CASA DeKalb County Inc. on behalf of abused and neglected children in the City of DeKalb.

Exhibit B: Current Year's Budget

CASA DEKALB COUNTY INC.

<u>Income</u>	2018 BUDGET	
Grants	\$	25,000
DeKalb County	\$	40,000
Other Government	\$	10,000
Foundations	\$	17,000
Individuals	\$	17,000
Business	\$	35,000
Organizations	\$	3,000
Fundraising	\$	60,000
VOCA Grant	\$	41,000
Total Income	\$	248,000

<u>Expenses</u>		
Payroll/Health Ins	\$	178,754
Contract Labor	\$	15,360
Payroll Tax	\$	13,408
Retirement	\$	5,324
Rent	\$	9,936
Communications	\$	6,500
Office Supplies	\$	800
Printing	\$	300
Postage	\$	700
Insurance	\$	4,600
Dues/Conference	\$	500
Professional Fees	\$	500
Volunteer Expense	\$	400
Travel	\$	100
Training	\$	100
Furniture/Equip	\$	700
Repair & Maintenance	\$	300
Fundraising Expenses	\$	7,500
Total Expenses	\$	245,782

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

CASA - DEKALB COUNTY INC

Unaudited Financial Statements and Compilation Report

December 31, 2017

Neil Kepner
Certified Public Accountant
De Kalb, Il 60115

CASA - DE KALB COUNTY INC

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Neil Kepner
CERTIFIED PUBLIC ACCOUNTANT
901 N 1ST STREET
DEKALB, ILLINOIS 60115

TEL: (815) 754-5588
FAX: (815) 981-3012

April 26, 2018

CASA - DE KALB County INC
407 W. State St
Sycamore, Il 60178

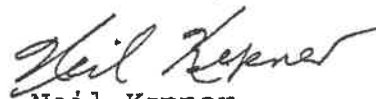
ACCOUNTANT'S COMPILATION REPORT

Management is responsible for the accompanying financial statements of Casa De Kalb County Inc, which comprise the statements of assets, liabilities and stockholders' equity-tax basis as of December 31, 2017 and the related statements of revenue and expenses-tax basis of accounting and for determining that the tax-basis of accounting is an acceptable reporting framework. I have performed compilation engagements in accordance with Statements on Standards for Accounting and Review Services Committee of the AICPA. I did not audit or review the financial statements nor was I required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, I do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements are prepared in accordance with the tax-basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States.

Management has elected to omit substantially all the disclosures ordinarily included in financial statements prepared in accordance with the tax-basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the company's assets, liabilities, equity, revenues and expenses. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Sincerely,



Neil Kepner
Certified Public Accountant

CASA - DE KALB COUNTY INC

Statement of Assets, Liabilities and Stockholders' Equity

As Of December 31, 2017

ASSETS

Cash-Checking	\$ 137,388	
Cash-Certificate of Deposit	<u>122,132</u>	
Total Cash		\$ 259,520
Endowment Fund (See Note #2)		<u>768</u>
Total Assets		<u>\$ 260,288</u>

LIABILITIES AND FUND BALANCE

Liabilities		\$ 0
Fund Balance		<u>260,288</u>
Total Liabilities and Fund Balance		<u>\$ 260,288</u>

See Accountant's Compilation Report

CASA - DE KALB COUNTY INC

Statement of Revenues and Expenses

For the Years Ending December 31

	<u>2016</u>	<u>2017</u>
Grants & Contributions Unrestricted	\$ 164,823	\$ 155,276
Fund Raising & Misc Income	52,909	59,274
Interest Income	<u>214</u>	<u>194</u>
Total Revenue	\$ <u>217,946</u>	\$ <u>214,744</u>
Fund Raising Expense	\$ 7,258	\$ 7,200
Salaries and contract labor	145,350	168,662
Payroll Taxes	11,342	12,181
Rent	9,552	9,680
Telephone	3,768	6,520
Insurance	4,478	4,980
Office Supplies	892	1,805
Postage and Shipping	731	659
Dues and Conferences	1,457	950
Professional Fees	5,150	530
Volunteer and Other		45
Training	100	0
Pension Expense	3,946	4,251
Misc	0	181
Travel	<u>88</u>	<u>156</u>
Total Expenditures	\$ <u>194,112</u>	\$ <u>217,500</u>
Excess of Revenues over Expenditures	\$ 23,834	\$ (2,756)
Plus: Beginning Fund Balance	239,810	263,644
Equals: Ending Fund Balance	<u>\$ 263,644</u>	<u>\$ 260,888</u>

See Accountant's Compilation Report

DE KALB - COUNTY INC

Notes To Financial Statements

Summary of Significant Accounting Procedures

Note #1: This not for profit corporation, through its trained volunteers, provides advocate legal services for abused and neglected children in the De Kalb County area. The corporation is exempt from federal income taxes under the provisions of Section 501(a) of the Internal Revenue Code as an organization described in IRC Section 501(c)(3). The Internal Revenue Service has issued a determination letter acknowledging that donors may deduct contributions to the organization as provided in Section 170 of the Internal Revenue Code.

This organization keeps its records on the cash basis of accounting, thereby recording expenses only when they are incurred. Since virtually all the organization's income is represented by donations, the cash basis of accounting produces approximately the same result as would be obtained using the accrual basis.

Note #2: An endowment account for the benefit of this organization is maintained by the De Kalb County Community Foundation. Contributions received by this foundation are invested and withdrawals by Casa-De Kalb County Inc are permitted based on a three year average formula. As of December 31, 2017 Casa would have been permitted to withdraw \$ 768 from this account. This amount is reflected as an asset on Casa's balance sheet, since it is the only amount over which Casa has control.

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:

Court Appointed Special Advocates (CASA) (Grantee) will provide guardian ad litem services for abused and neglected children who have cases in the DeKalb County Juvenile Court.

CASA proposes to serve 200 children with guardian ad litem services. Of this number, 100 recipients of services are anticipated to be residents of the City of DeKalb. Grantee will track the total number of individuals served by the program 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 the advocates who provide direct services to DeKalb residents. Grantee will report revenue from other sources to document that the agency receives funding to cover services 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.