

**RESOLUTION 2019-021**

**PASSED: JANUARY 28, 2019**

**AUTHORIZING A HUMAN SERVICES AGREEMENT WITH NGUZO SABA MEN'S CLUB IN THE AMOUNT OF \$4,000 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:

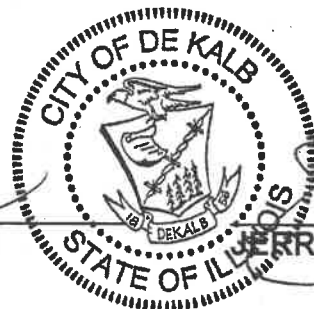
**SECTION 1.** That the Mayor of the City of DeKalb, Illinois, is authorized and directed to sign an agreement with Nguzo Saba Men's Club for funding in the amount of \$4,000 for Fiscal Year 2019, a copy of which is attached hereto and made a part thereof as Exhibit "A", subject to such changes as shall 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 28<sup>th</sup> 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 NGUZO SABA

This agreement made this 28<sup>th</sup> day of January, 2019, between the City of DeKalb, a municipal corporation of the State of Illinois, hereinafter referred to as the "City" and Nguzo Saba Men's Club, 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 66 % 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 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 10<sup>th</sup> day of the following months:

- 1<sup>st</sup> Quarter – April
- 2<sup>nd</sup> Quarter – July
- 3<sup>rd</sup> Quarter – October
- 4<sup>th</sup> 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 20<sup>th</sup> day of February, 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.

NGUZO SABA MEN'S CLUB

  
\_\_\_\_\_  
Board Chairman

ATTEST:

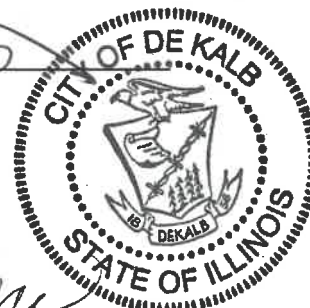
  
\_\_\_\_\_  
Executive Director

CITY OF DEKALB, ILLINOIS

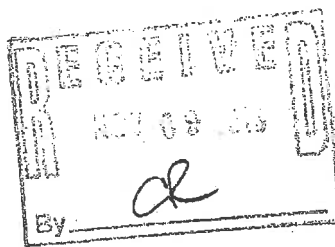
  
\_\_\_\_\_  
Jerry Smith, Mayor

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

Twelve Month Program Budget: \$ 12,000

Amount of Funding Requested: \$ 6,000

% of Total Program Budget: 50 %

Total Number of Estimated Program Participants: 150

Total Number of Estimated DeKalb Residents to be Served: 150

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 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: Derrick Smith  
Title: Director  
Signature: Derrick Smith  
Date: 11-8-2018

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](mailto:joanne.rouse@cityofdekalb.com)



**OFFICE USE ONLY:**

Date Application Received: 11/9/18

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

Denied

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


Complete Description of Activities: The Men's Club began this program approximately 30 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 35% 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 10 years on campus. Three years ago the Kinesiology Department hired a new director and he made the decision to charge us a partial charge for rental purposes for the six months we are allowed to use their facilities. For the years before the university never charged us anything and that was done as a community outreach good faith gesture due to us never charging the participants where the majority comes from impoverished and single parent households. This added expense affected the program to the point where we couldn't hire enough people to adequately accommodate camp participants, having to make adjustments to our poorly supported financial situation was frustrating.

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 3<sup>rd</sup> through 8<sup>th</sup> 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 125 participants. Now that our funding has been cut, another \$2000.00 this year it puts the program in a dire situation for the 2019 summer. It has been extremely difficult for me to understand how this program could be thrown into a pile of proposals as if there are other organizations and programs that deal with the youth of color who have traditionally been treated as outsiders in almost every operable system in this city. Our program is trying to do what only one or two programs for the community youth are doing at anytime during the year that will allow them a sense of belonging. This program has been part of the community in the summer for thirty years and receiving tremendous support from former Police Chief Berg and former Mayor Sparrow. The Men's Club had decided that we could no longer financially support this program and had decided to shut it down. This move motivated Chief Berg to set up a meeting with the mayor and executive board of the Men's Club to find some type of funding so that the program would continue. The Chief testified before the mayor and other staff members how effective the program had been in assisting the at-risk African American male youth change their position to becoming a positive asset to themselves, their families and the DeKalb community as a whole. I have lived in DeKalb since 1972 while attending NIU and don't recall more than two programs that targeted young people from underrepresented groups in order for people of color to feel like part of the community instead of outsiders. I say this in all seriousness after discovering two week ago that the student population of District 428 is now 50% students of color, which makes this program even more relevant and a community need. My request to the city is that it's understood the importance of this program in order for the Men's Club to receive funding as we have for the last twenty something years and that the funding cut last year (\$2000.00) be returned to the allocation of the funding to the Nguzo Saba's Men's Club.

Sincerely,



Derrick Smith, Executive Director

**Exhibit B: Current Year's Budget**

**NGUZO SABA MEN'S CLUB  
DEKALB SUMMER BASKETBALL/MENTORING PROGRAM  
Annual Report for 2018**

**Personnel**

Program Supervisor		\$1,200.00
Instructional Skills Counselors	4	\$3,000.00

**Administration**

Workshop Materials		\$50.00
Program Flyers		\$50.00
Registration Forms		\$50.00

**Equipment**

Basketballs		\$250.00
Whistles		\$60.00
First Aid Kits		\$60.00

**Contractual**

Betty Jean's Catering		\$300.00
LB3 Tees (T-Shirts)		\$900.00
Wal-Mart		\$300.00
Rental Fee		\$1,500.00

**Total Expenditures 2018** \$7,451.00

**Deposits**

City of DeKalb	\$6,000.00
New Hope Missionary Baptist Church	\$500.00
The Rock Christian Church	\$500.00
Black Male Initiative	\$500.00

**Total Depo 2018** \$7,500.00

Bank Balance as of 9-3 30-2018 \$135.00

**In Kind Contributions**

Northern Illinois University \$4,500.00

**Total In-Kind** \$4,500.00

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

## **NGUZO SA-**

### **BA**

**MEN'S CLUB OF**  
**DEK- ALB**  
**586 Grange**  
**Court**

**Umoja (Unity)**  
To strive for and main-  
tain unity in the family,

**DeK- alb, Illi-**  
**nois 60115**

**Kulichagulla (Self-**  
**Determination)**  
To define ourselves,  
name ourselves, create

**Ujima (Collective Work**  
**and Responsibility)**  
To build and maintain our  
community together and  
make our brother's and  
sister's problems our

**Ujamaa (Cooperative**  
**Economics)**  
To build and maintain our  
own stores, shops and



**Nia (Purpose)**  
To make our collective  
vocation the building  
and developing of our  
community in order to



**Kuumba (Creativity)**  
To do always as much  
as we can, in the way  
we can, in order to  
leave our community



**Imani (Faith)**  
To believe with all our  
heart in our people, our  
parents, our teachers,  
our leaders and the

## **MOST RECENT FINANCIAL AUDIT FOR AGENCY:**

The Nguzo Saba Men's Club of DeKalb does not have an recent or past financial audit. Any finances that's needed for any project or activity that we are involved in is on a donation or grant basis and the donations accepted are all used for that particular project or activity. The Board of Directors met and calculated to run this program as we have done with the first cuts 7-8 years ago it will cost approximately \$7,500. The members of the Men's Club are in the process of formulating a list of businesses to raise the remaining 45% if we are allocated the same amount of funds that we received last year from the city's grant. Prayfully everything will work out as it did last year to support our work with the young people in order to allow them the opportunity to have a positive impact on the community.

### **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 Men's Club (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 to society as a whole.

Nguzo Saba proposes to serve 150 participants this year. Of this number, 150 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.