

**AUTHORIZING A REVISED SOCIAL SERVICES AGREEMENT FOR UNIVERSITY VILLAGE.**

**WHEREAS**, the City of DeKalb is a home-rule municipality with the power and authority conferred thereupon by virtue of the Illinois Constitution and Illinois Municipal Code; and,

**WHEREAS**, the City has previously conducted a Request for Proposals process and approved a certain social services agreement with Family Services Agency for the provision of social services at University Village; and

**WHEREAS**, Family Service Agency has concluded that it is unable to provide services in accordance with the terms of the Agreement, and the City wishes to authorize an agreement with Adventure Works, which was originally a subcontractor on the previous agreement;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:**

**SECTION 1:** The City of DeKalb hereby approves of a Social Services Agreement ("Agreement"), substantially in the form attached hereto as Exhibit A, subject to such minor changes as shall be acceptable to the Mayor with the recommendation of the City Manager. The Mayor is authorized and directed to execute the same, and thereafter, City staff are authorized and directed to take all such actions as shall be required to effectuate the same. The City Council waives any selection or proposal process which would otherwise be applicable to the Agreement, and authorizes a direct contract with Adventure Works, effective as of January 1, 2019. In addition, the City Council authorizes payment of the invoices attached hereto as Group Exhibit B, in the estimated amount of \$22,500, with a total cost not to exceed the amount originally authorized under the previous University Villages Social Services Agreement.

**SECTION 2:** That the City Clerk of the City of DeKalb, Illinois be authorized and directed to attest the Mayor's Signature and shall be effective thereupon, following execution as outlined in the preceding section.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 8<sup>th</sup> day of April 2019 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Jacobson, Finucane, Stupegia, Fagan, Noreiko, Faivre, Smith. Nay: None. Absent: Verbic.

**ATTEST:**

  
LYNN A. FAZEKAS, City Clerk



  
JERRY SMITH, Mayor

**University Village Social Services  
Independent Contractor  
Agreement for Services  
City of DeKalb and Adventure Works**

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" and "Adventure Works" hereinafter referred to as the "Contractor", with the City and Contractor (collectively, "the Parties") agreeing as follows

A. Services:

Contractor agrees to furnish to the City the following services:

See attached Exhibit A

Contractor represents that it possesses the skills and knowledge necessary to provide all such services and understands that the City is relying upon such representation. Contractor further acknowledges that Exhibit A is an integral part of this Agreement and may not be modified except in accordance with a modification to the terms of this Agreement.

With regard to the provision of services directly from Contractor and its Resident Support Specialist (as described in Exhibit A), Contractor shall provide all equipment and resources necessary for such employee of Contractor to perform all assigned functions and roles.

The Parties agree and acknowledge that Contractor shall utilize the services of third-party subcontractors to perform portions of the services. Contractor shall be responsible for ensuring the completion and oversight of all such third-party services. In addition, prior to any subcontractor initiating the provision of services, such subcontractor shall provide a signed acknowledgement in the form attached hereto, accepting the defense and indemnification obligations outlined herein.

B. Term:

This Agreement shall have an initial term of one (1) year, effective as of January 1, 2019 and terminating on December 31, 2019. Services will be provided as needed and directed by the City beginning on the date of execution of this agreement and continuing, until terminated by either party upon seven (7) days written notice to the non-terminating party. This Agreement may be terminated by either of the Parties for cause, for convenience, or may be terminated by the City based upon the non-appropriation of funds. Upon termination the Contractor shall be compensated for all work performed for the City prior to termination and shall provide to the City all work completed through the date of termination. The City's issuance of a notice of termination shall function as a stop work order, beyond which the Contractor shall not incur any additional costs without the City's express, written permission.

C. Compensation:

Contractor shall receive as compensation for all work and services to be performed herein, an amount based on the fee schedule attached hereto as Exhibit A. All payments will be made according to the Illinois State Prompt Payment Act.

Any payment made to the Contractor shall be strictly on the basis of quantum meruit. The Contractor shall submit to the City a detailed breakdown and invoice of all charges, including detail of past payments and amounts still remaining due, accurate to the date of the invoice, with each request for payment. Any additions to or deductions from the approved total amount of the contract, and any out of scope work shall require prior, written approval from the City. Any work performed without the City's express, written consent shall be solely at the expense of the Contractor.

The City shall have no direct liability to any of Contractor's third-party subcontractors for any payment, reimbursement or other obligation, it being acknowledged that the City's payments shall all be made to Contractor.

D. Changes in Rates of Compensation:

If the Contractor seeks to impose any change in the fee schedule (whether in terms of hourly fee or lump sum fees), then the Contractor shall provide not less than ninety (90) days written notice of its intent to change its fee schedule, and any such change in fee schedule shall require the approval of the City Manager. No change in fee schedule shall be permitted where such change would result in the costs exceeding available, budgeted and appropriated sums within a given fiscal year (it being acknowledged by Contractor that the City's total liability under this Agreement shall be capped at the figure described in Exhibit A, not to exceed the budgeted/appropriated funds within a given fiscal year.

E. Ownership of Records and Documents / Confidential Information:

Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. Contractor further agrees to keep as confidential any information belonging or relating to the City, which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act or if already previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the City). Contractor shall review its records promptly and produce to the City within two (2) business days of contact from the City the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this Agreement shall be exclusively fixed in the DeKalb County Circuit Court, DeKalb County, Illinois.

G. Independent Contractor:

The Contractor acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the City for purposes of being offered any protection or coverage under City insurance policies for tort immunity or other legal purposes. The Contractor and City acknowledge that the provisions of this Agreement shall be construed, pursuant to *Carney v. Union Pacific Railroad Company*, 2016 IL 118984, to provide the City with the right to stop or resume work, to make inspections, to receive reports and to provide recommendations or suggestions pursuant to Section 414 of the Second Restatement of Torts, consistent with the employment of an independent contractor, and that no provision of this Agreement shall be construed as the City retaining control of or having liability for the actions of the Contractor. The City shall have no liability for Contractor's selection of personnel, employees or subcontractors, nor for the presence of dangerous conditions on any real property where Contractor is employed.

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose. The parties agree that the Contractor is exclusively responsible for the determination of what work is required to complete the tasks outlined in Exhibit A, and for the means and methods of completing such work. The City's compensation to Contractor shall be limited to that described in Exhibit A, and the City shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.

Contractor shall be responsible for its' own personnel, training, instruction and related matters. Contractor shall be responsible for determining its sequence of performance for required work. Contractor's work shall be evaluated by the City based upon the end result of such work. Contractor shall be responsible for any expenses incurred by Contractor in the performance of its work, and shall not be authorized, expressly or impliedly, to obligate the City on any debt, contract or other agreement whatsoever.

H. Certifications:

Executing this Agreement constitutes acknowledgment, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement. The Contractor is responsible for identifying all such applicable regulations and certifications, and for compliance with the same.

*Sexual Harassment:* The Contractor certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

*Tax Delinquency:* The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1 and is not delinquent in the payment of any tax, charge or obligation to the City of DeKalb.

*Employment Status:* The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

*Anti-Bribery:* The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

*Loan Default:* If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six (6) months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

*Felony Certification:* The Contractor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

*Barred from Contracting:* The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating) or a similar law of another state or of the federal government.

*Drug Free Workplace:* The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635

*Responsible Contractor Requirements:* The Contractor certifies that it complies with the Illinois Procurement Code and the provisions of Section 30-22 thereof relating to apprenticeship and training, if applicable.

*Non-Discrimination, Certification, and Equal Employment Opportunity:* The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the City shall discriminate on the basis of any protected classification.

*Record Retention and Audits:* If 30 ILCS 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of three (3) years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all

books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

*United States Resident Certification:* (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she/it is a:  United States Citizen or Corporation  Resident Alien  Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

*Tax Payer Certification:* Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is 27-1897885 and is doing business as a (check one):  Individual  Real Estate Agent  Sole Proprietorship  Government Entity  Partnership  Tax Exempt Organization (IRC 501(a) only)  Corporation  Not for Profit Corporation  Trust or Estate  Medical and Health Care Services Provider Corp.

*Authorized in Illinois:* The Contractor that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, et. seq. Where applicable, the Contractor certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willing or knowing violation of Section 42 of the Environmental Protection Act within the five (5) years preceding this bid, pursuant to 415 ILCS 5/1, et. seq. The Contractor further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, et. seq.

*Export Administration, Supplies, Labor:* The Contractor certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Contractor further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Contractor certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, et. seq.

*General Compliance and Certification:* The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the bidding process, agreement, or any services or materials provided in connection therewith. The Contractor acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction.

I. Indemnification:

The Contractor shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the prosecution of the work or failure to prosecute the work and shall indemnify and hold harmless the City, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. The Contractor shall assume all restitution and repair costs arising out of an error, omission and/or negligence.

The Contractor agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, attorneys and agents (collectively, the "City Indemnitees") against any and all claims, loss damage, injury, liability, and court costs and attorney's fees incident thereto, including any claims made by employees of the Contractor or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Contractor, the Contractor's employees, contractors or subcontractors, the City or City Indemnitees or otherwise, with the single exception of any claim, damage, loss, or expense arising solely out of the intentional misconduct of the City or City Indemnitees. The Contractor is solely responsible for determining the accuracy and validity of any information provided to the Contractor by the City or its representatives. This indemnification shall apply to the fullest extent of the law, and in the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect.

This indemnification shall include any claims arising out of the erection, construction, placement or operation of any scaffold, hoist, crane, stay, ladders, support or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon Section 414 or Section 343 of the Restatement (Second) of Torts. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp*, 146 Ill.2d 155 (1991) in Illinois.

In addition, prior to commencing work under this Agreement, any third party subcontractor (expressly including but not limited to those third party agencies identified in Exhibit A), shall sign a written acknowledgment and submit the same to the City, acknowledging that they are each jointly and severally bound to the indemnification and defense obligations to the City Indemnitees as contemplated above, to the same extent as Contractor, as if such third party agencies were a named party to this Agreement.

J. Insurance, Licensure and Intellectual Property:

The Contractor shall comply with all insurance requirements described on the attached Exhibit B. The Contractor agrees and warrants that it has procured all licenses, permits or other official permissions required by any applicable law to perform the services contemplated herein, that it will procure all additional licenses, permits or other official permissions hereafter required by law during the term of this Agreement, and that it will keep all such licenses in effect during the term of this Agreement. The Contractor shall provide a copy of any such licenses or permits upon request. All such insurance and licensure shall be provided at the Contractor's sole expense. Contractor also warrants that it has

complete ownership or authorization/entitlement to any intellectual property, software, images or other such items used in the performance of its work under this Agreement, and that it shall transfer to the City, unrestricted, the ability to modify, amend, publicize or otherwise utilize any intellectual property provided to the City under this Agreement unless the City expressly preapproves in writing a limitation to these provisions.

The Contractor shall not commence work under this Contract until they have obtained all insurance required and such insurance has been submitted to and approved by the City. The Contractor shall maintain its insurance in place for not less than two (2) years following completion of all work required under this Contract.

The Contractor shall not be required to obligate subcontractors to procure and provide insurance under the terms of this Agreement. However, the Contractor shall be required to ensure that all subcontractors are covered by insurance with minimum coverage as contemplated herein, either through their independent provision of insurance, or through status as additional, named, primary insured without right of subrogation on Contractor's insurance.

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibit A, and Exhibit B. Except for those terms included on Exhibit A and Exhibit B, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. The City reserves the right by written amendment to make changes in requirements, amount of work, or time schedule adjustments. The Contractor shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. The City may, at any time by written order, require the Contractor to stop all or part of the services required by this Agreement. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. If the Contractor identifies any costs associated with the suspension of services, such costs must be expressly approved by the City in writing, or they shall be the sole expense of the Contractor.

L. Notices:

All notices required to be given under the terms of this License shall be given mail, addressed to the parties as follows:

For the City:

City Manager  
City of DeKalb  
200 S. Fourth Street  
DeKalb, IL 60115

For the Contractor:

Executive Director  
Adventure Works  
1211 Sycamore Rd  
DeKalb IL 60115

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.



M. Subcontractors and Third Parties:

Contractor shall not assign or subcontract for the performance of any obligation under this Agreement, except with the express, written preapproval of the City, which consent may be withheld in the City's sole and absolute discretion. Approval of this Agreement constitutes approval of assignment to third parties as contemplated by Exhibit A. Should Contractor assign any obligation arising under this Agreement with the consent of the City, the Contractor shall remain to be primarily liable to the City for the performance of the obligation in question, and further shall be liable for ensuring that the subcontractor(s) comply with all obligations arising under this Agreement as if the subcontractor(s) was/were the Contractor itself. Further, should Contractor request to assign the performance of any obligation arising hereunder to a subcontractor, Contractor expressly provides its consent to the City contracting directly with such proposed subcontractor (or another subcontractor acceptable to the City) for the performance of such work, and to the amendment of this Agreement to reduce the scope and cost accordingly.

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall it insure to the benefit of any third party.

In the event that any third party fails to fully perform its obligations hereunder (to provide services, to provide timely reports of services provided, or otherwise), Contractor shall be entitled to withhold payments to said third party, or to seek to have the City withhold such payments. The City agrees and acknowledges that, should an approved third party fail to provide services or reports, or otherwise violate this Agreement through no fault of Contractor, said third party default will not be held as a default of the Contractor.

Contractor shall be responsible for securing appropriate sub-agreements with each subcontractor. A default of any subcontractor shall constitute a default by Contractor.

N. Progress Reports:

Contractor shall report to the City Manager or designee, and shall submit written progress reports identifying, in detail, the extent of work completed, the percentage of project completion, and project status, accompanying any invoice submitted to the City. Contractor shall also provide additional written or verbal progress reports to the City upon request, at any time, without additional charge. The Contractor shall attend conferences and visit the site of the work as may be outlined in the Request for Proposal and at any reasonable time when requested to do so by the City, at no additional charge.

Agreed to this 16<sup>th</sup> day of April, 2019.

City of DeKalb

  
City Mayor/Manager

Contractors:

  
Adventure Works

## Exhibit A: Scope of Services

### **Social Services Collaborative Plan for 2019**

There are several obstacles and variables when delivering social services to residents of University Village. It is important that agreements remain flexible to form alliances as needed and to address the shifting needs of residents. Due to these variables and changing needs the collaborative recommends a one-year agreement based on the plan below. Each year the agreement should be reviewed by the collaborative and City with adjustments made as needed. The Collaborative is taking proactive steps to ensure sustainability of services over time. First, the Collaborative will immediately engage potential funders seeking additional funds to supplement the funds from the University Social Service Fund. Second, there will be representation from the Collaborative on the Annie Glidden North Action Group and any other organization that may emerge for the implementation of the AGN Revitalization Plan. With this approach the Collaborative will be well positioned to secure additional funding to ensure sustainability of services.

### **Direct Services Provided by Adventure Works of DeKalb County, Inc.**

#### **Resident Support Specialist: 15 hours/week (.43 FTE = \$16,000)**

1. Role:
  - a. The Resident Support Specialist will have regularly occurring on-site office hours (currently 8 hours per week) with additional hours available by appointment.
  - b. The Resident Support Specialist will conduct an initial assessment with incoming program participants (residents) and develop collaborative individualized action plans to address the goals of the program participant. The action may include:
    - i. Referring the program participant to partner agencies that can address the needs of the program participant.
    - ii. Making recommendations to the program participant for accessing additional community resources when necessary.
  - c. Track referrals to ensure that program participants have access to appropriate resources, and provide any necessary follow up with program participants for assistance in meeting individualized action plan goals.
2. Document needs of program participants and types of referrals being made and share data through quarterly reporting to the City of DeKalb, as well as provide insight into any common areas of need, and allow for future changes in strategy of the Collaboration to address specific needs of program participants.
3. Participate in monthly meetings with partnering agencies and communicating any changes to services provided by any partnering agency or upcoming events to program participants through individual appointments and other methods as determined by the Collaborative.
4. Engage in regular marketing and communication with program participants about services provided by the collaborative partnership and beyond.

#### **Adventure University (\$11,000)**

5. Manage and coordinate the Adventure University afterschool program that engages youth in the Positive Youth Development curriculum, addressing: competence, confidence, connection, character, caring/compassion, and contribution.
6. Provide Positive Youth Development (PYD) services a minimum of thirty (30) sessions during the school year and integrate with Camp Power once/weekly during the six weeks of summer camp. ) days sessions with UV Youth per year.
7. Serve up to ten (10) youth directly in the after-school program, increasing as additional funding is made available.
8. When necessary, provide adequate transportation for clients to participate in offsite programming.
9. Provide participant data to the City of DeKalb for Quarterly Reporting requirement.

#### **Lead Coordinating, Fiscal, and Reporting Agency (\$2,000 annually):**

10. Adventure Works shall act as the fiscal agent between the City and other partner organizations that are listed

in Section 9.

11. Adventure Works shall properly invoice the City for all required disbursements to partner organizations to take place in the following quarter.
12. Following receipt of funds from the City, Adventure Works shall provide documentation to the City that indicates funds have been disbursed to the appropriate partner organization per the previously provided invoice.

### **Meeting Coordination**

13. Adventure Works shall schedule and coordinate meetings with all partnering organizations (funded and unfunded through this agreement), the City, University Village Management, University Village Tenants Association, and any other organization interested in providing direct services to University Village and the surrounding area, for the purpose of developing ongoing programming and events for University Village and the surrounding area, identifying resources and funding for growing programming, creating strategic partnerships between agencies and programs, and maintaining ongoing communication between stakeholders.
14. Meetings shall take place on a monthly and as needed basis until it is determined that meeting frequency can be decreased. At no time during the term of this agreement shall meeting frequency be reduced below quarterly.
15. Adventure Works shall collect and submit quarterly reports from all partner agencies listed in the agreement to the City in a form that has been approved by the City Manager or their designee. Adventure Works shall not be responsible for the submittal of quarterly reports by partner agencies. In the event that a partner agency included in the agreement does not provide appropriate documentation to Adventure Works, the City would not withhold funding to agencies that have met their obligations for quarterly reporting.

### **Annual Reporting**

16. Adventure Works shall conduct an annual review following the approval of the Baseline Survey documents and data collection and provide both a written report and presentation to the City Council, in the first quarter of the City's Fiscal Year, for the prior calendar year.
17. Annual Reports shall be written in such a manner as to provide an update to the Baseline Survey, tracking the outcomes of services provided and the impact on the quality of life of residents of University Village and the surrounding area. The first annual report would not be due until the following year after the Baseline Study has been conducted. Annual Reports shall also include information related to the total amount of referrals provided to clients and the number of referrals that were followed up on by the clients, including total referrals and number of referrals per category (e.g. employment, mental health, family counseling, etc.).  
d. Annual reports should include an executive summary including a table of aggregated data on services provided and outcomes achieved (all agencies), as well as bulleted highlights of specific events or milestones that occurred during the year, and a list of recommended changes to occur during the following fiscal year. (Optional - Should the recommended changes require an amendment to this agreement, consideration for timing should be made that would allow funding to be provided while an amendment is brought to Council for approval)
18. Annual reports should include a summary from the University Village Tenants Association including residents' feedback related to the services being provided through this agreement.

### **Additional Costs Associated (Budget up to \$2,108)**

19. Phone purchase \$800 (one-time purchase)
20. Cell service \$60/month and Text Msg Marketing Service \$49/month (annual, ongoing \$109 X 12 = \$1,308)

### **Direct Services Provided by DeKalb County Community Gardens (\$14,000)**

1. Construct an additional six (6) raised gardening beds on University Village premise for the purpose of food production related to programming at University Village
2. Develop a program for University Village and the surrounding area related to educating residents on healthy food options and production of healthy foods.

3. Recruit residents of University Village to participate in the "Community Growers" program, providing each participant a minimum of a \$500 stipend. They will receive job skill training and training in growing vegetables.
4. Lead grower and community educator on site for a minimum of 20 weeks of a calendar year to coordinate and manage the "Community Growers" program and on-site gardens.
5. Hold a minimum of twelve (12) Grow Mobile events at University Village, or within walking distance, where the DeKalb County Community Gardens "Grow Mobile" is onsite and residents are provided with the opportunity to purchase fresh produce, or fresh produce is donated to residents.
6. Participate in at least seventy-five percent (75%) of all partner meetings that are described in Section 5 of the Scope of Services.
7. Provide appropriate information to Adventure Works that is required for Quarterly Reporting requirement listed in Section 7 of the Scope of Services.

**Direct Services Provided by Northern Illinois University (\$2,500)**

1. Research Assistance

- a. Review any and all previous data provided to NIU by the partners in the collaborative which include, but are not limited to, the City of DeKalb, NIU, DeKalb County government, and contributing social service agencies for the University Village.
- b. If existing data does not support an appropriate baseline survey, NIU will create a research design that will serve the needs of outcomes measurement.
- c. NIU will work with the partner agencies to prepare a research design that will enable data collection from University Village participants prior to beginning any programs, at regular intervals during their participation and at the completion of their participation.
- d. Support the Network with advice about data collection, clean and merge data from the Collaborative partners for analysis, conduct the analysis and report the findings on a quarterly basis.
- e. Sums payable to NIU shall be paid on a quarterly basis.

**Direct Services Provided by Family Service Agency (FSA) (\$0 financial compensation required. Work covered by existing funding.)**

1. Accept agency appropriate referrals from the Case Manager for all services that FSA offers, including but not limited to: Comprehensive Case Management Services (CAA), Clinical Assessments, Clinical Services deemed appropriate through Assessment, Clinical Case Management, Senior Services, and Youth Mentoring.
2. Referrals accepted for all ages
3. FSA will provide services on site at FSA and off site based on client need and agency ability. If deemed appropriate and necessary FSA has the capability of providing in-home/off site therapy services, limited by payor source.
4. FSA will strive to have a representative at the partner/collaborative meetings.
5. FSA will report non-client specific data regarding referrals received through Case manager or other UV Collaborative partner.

**Direct Services Provided by Kishwaukee College and Illinois WorkNet (\$0 financial compensation required. Work covered by their existing funding.)**

1. Schedule and facilitate orientations and trainings for residents of University Village and the surrounding area that provide information in regard to educational opportunities at Kishwaukee College or employment opportunities through the Illinois WorkNet Center, with a frequency not less than four (4) times per year.
2. Adequately market offsite employment events, or facilitate onsite employment events that residents of University Village or the surrounding area can participate in.
3. Coordinate with the Neighborhood Case Manager to facilitate transportation to offsite employment events, including posting of sign-up sheets that would allow for coordination of on-demand shuttle services.
4. Participate in at least seventy-five percent (75%) of all partner meetings that are described in Section 5 of the Scope of Services.
5. Provide appropriate information to Adventure Works that is required for Quarterly Reporting requirement listed in Section 7 of the Scope of Services.

**Direct Services Provided by DeKalb County Health Department (\$0 financial compensation required work falls within parameters of existing funding and scope of services.)**

1. Schedule and facilitate informational meetings for residents of University Village and the surrounding area, as well as distribute informational materials related to the services available through the DeKalb County Health Department, including but not limited to the following:
  - a. Family Case Management (FCM) / Women, Infants, and Children (WIC)
  - b. Blood Lead Testing Childhood and Adult Immunizations
  - c. Family Planning
  - d. STD Testing and Treatment
  - e. Healthcare Medicaid and Insurance Enrollment Assistance
  - f. When feasible, schedule and facilitate health screenings and vaccination events that will take place onsite at University Village, or within walking distance of University Village, or include the coordination of on-demand shuttle services to transport residents to the Health Department facilities (e.g. vaccinations related to school registration).
2. Participate in at least seventy-five percent (75%) of all partner meetings that are described in Section 5 of the Scope of Services.
3. Provide appropriate information to Adventure Works that is required for Quarterly Reporting requirement listed in Section 7 of the Scope of Services.

**Direct Services Provided by 4-C: Community Coordinated Child Care (\$0 compensation required work falls within current funding.)**

1. Coordinate with Adventure Works to engage and increase the number of University Village residents that are participating in the Family Enrichment Program.
2. Coordinate with Adventure Works and other partner agencies to investigate the need for before and after-school child care, and develop a recommendation to the City of DeKalb, which would be presented at a City Council meeting no later than the end of the City's Fiscal Year 2019.
3. Accept referrals from the Neighborhood Case Manager and coordinate with Adventure Works in regard to all reporting requirements.
4. Participate in at least seventy-five percent (75%) of all partner meetings that are described in Section 5 of the Scope of Services.
5. Provide appropriate information to Adventure Works that is required for Quarterly Reporting requirement listed in Section 7 of the Scope of Services.

## Exhibit B: Insurance Requirements

### **1. All Contractors and All Contracts.**

Contractor shall provide any and all insurance required under any applicable law, regulation, statute or ordinance, including but not limited to workers' compensation insurance, unemployment insurance, automobile liability insurance and other legally required insurance. Contractor shall produce a certificate evidencing current coverage, upon request from the City. Contractor shall indemnify and hold harmless the City from any and all liability, damage, cost or expense which the City may incur or be liable to pay as a result of any and all accidental injuries or damages suffered by the Consultant or its employees (in addition to any other required indemnification or insurance from Consultant).

### **2. Certificates and General Conditions:**

Unless otherwise indicated herein, any certificate of insurance shall further indicate that the City is additional, named *primary* insured on such policy of insurance, shall indicate that such policies shall not have any right of subrogation against the City or the City's insurers, and shall indicate that said policy shall not be cancelled or revoked except after the provision of not less than thirty day notice to the City. Contractor shall maintain said policy in full force and effect for the duration of this Agreement and shall periodically provide updated certificates of insurance to evidence continuing coverage in compliance herewith. For purposes of this Agreement and insurance provided hereunder, the "City" shall include the City of DeKalb, its employees, appointed and elected officers, its committees, its attorneys, and all corporate bodies that exist as a subsidiary to the City.

### **3. Comprehensive General Liability Coverage Requirements.**

Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive general liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person / Two Million Dollars (\$2,000,000.00) per occurrence.

### **4. Automobile Insurance Coverage:**

Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive automobile liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person / Two Million Dollars (\$2,000,000.00) per occurrence.

### **5. Workers Compensation; Other Insurance Required by Law:**

Contractor shall maintain workers compensation insurance with coverage at least in minimum amounts as required by law and shall further maintain all other forms of insurance as shall be required by law from time to time. Insurance under this Subsection 5 need not name the City as additional insured.

### **6. Indemnification.**

The policy limits, availability or unavailability of insurance coverage or the applicability of claims, defenses or limitations based upon applicable law (including but not limited to the Illinois Worker's Compensation Act or similar laws or statutes) shall in no way limit the Contractor's obligation to indemnify and hold harmless the City from any claims for damage, liabilities or other costs arising out of or relating to the Contractor's work or this Agreement.



**Adventure Works Of DeKalb County, Inc.**  
1211 Sycamore Road  
DeKalb, IL 60115 US  
(815) 517-0825  
adventureworksforkids@gmail.com  
<http://www.adventureworksdekalb.org>

# Invoice

**BILL TO**  
City of DeKalb (UV collab)

**INVOICE #** 4063  
**DATE** 04/01/2019  
**DUE DATE** 05/01/2019  
**TERMS** Net 30

ACTIVITY	AMOUNT
<b>City of DeKalb - University Village Collab</b> 2018 Q2 - Adventure Works - Adventure U	3,500.00
<b>City of DeKalb - University Village Collab</b> 2018 Q2 - Adventure Works - Admin	500.00
<b>City of DeKalb - University Village Collab</b> 2018 Q2 - DCCG	3,500.00
<b>City of DeKalb - University Village Collab</b> 2018 Q3 - Adventure Works - Adventure U	3,500.00
<b>City of DeKalb - University Village Collab</b> 2018 Q3 - Adventure Works - Admin	500.00
<b>City of DeKalb - University Village Collab</b> 2018 Q3 - DCCG	3,500.00
<b>City of DeKalb - University Village Collab</b> 2018 Q4 - Adventure Works - Adventure U	3,500.00
<b>City of DeKalb - University Village Collab</b> 2018 Q4 Adventure Works - Admin	500.00
<b>City of DeKalb - University Village Collab</b> 2018 Q4 - DCCG	3,500.00

University Village Social Services Collaborative  
Invoice for services provided FY2018

**BALANCE DUE**

**\$22,500.00**