

SHORT FORM PURCHASE OF SERVICE CONTRACT

The parties to this Short Form Purchase of Goods and/or Services Contract (Contract) do mutually agree and promise as follows:

1. **Parties.** The parties to this Contract are the CITY OF AURORA, an Illinois municipal corporation ("City") and the following named Contractor:

(Name) RITAS Ministry

ATTN: Linda Martin

(Street Address) 568 W. Galena Blvd

(City/State/Zip Code) Aurora, IL 60506

(Telephone) 630-966-0252

(Email Address) _____

(Fax Number) _____

(Taxpayer ID #) 364185158

2. **Term.** The effective date of this contract is **March 1, 2020** and it terminates **May 30, 2020** unless sooner terminated as provided herein.

3. **Payment Limit.** City's total payments to Contractor under this Contract shall not exceed:

\$5,000

4. **Contractor's Obligations.**

- (a) To the satisfaction of the Chief of Community Services, Contractor shall provide the following goods and/or services: (Attach extra sheet/s if necessary):

Scope of Work Presented in Exhibit "A."

- (b) Contractor shall perform the above-referenced services or deliver the required goods at or to the following specified location/s:

Municipal boundaries of the City and Hard to Count Areas of Aurora

Presented in Exhibit "C" and "D"

(c) Name or type of service:

Rapid rehousing and case management services.
Program evaluation services.

5. **Obligations.** City shall pay Contractor as follows for total payment for all services rendered:

\$5,000 - Total Budget.

6. **Supplemental Conditions.** This Contract is subject to the Supplemental Conditions attached hereto, which are incorporated herein by reference.

7. **Signatures.** These signatures attest the parties' agreement hereto:

CONTRACTOR:

Name

Position

Agency Name

CITY OF AURORA, ILLINOIS

a municipal corporation:

By: _____
Director of Purchasing

SUPPLEMENTAL CONDITIONS

1. Independent Contractor. Nothing contained herein shall in any way be construed to make Contractor or any of its agents or employees, an agent, employee or representative of the City. Contractor shall be entirely responsible for the compensation of any assistants, employees, and subcontractors used by Contractor in providing said goods and/or services. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Contractor is an independent contractor.

2. Termination. This Contract shall automatically terminate when the total accumulated compensation paid or due to Contractor under this Contract reaches \$5,000, whichever occurs first. The City shall not be responsible for compensating Contractor for any amounts in excess of \$5,000.

3. Cancellation. Either the City or Contractor may cancel this Contract at any time upon giving the other party thirty (30) calendar days' written notice of such cancellation. Contract will be canceled thirty (30) days after written notice. In the event of cancellation, the City shall be liable only to pay to the Contractor compensation for services rendered up to the date of the Contract's cancellation. Under no circumstances shall City be responsible for payment of lost profits, or damages.

4. Assignment. Contractor shall not assign this Contract, or any part thereof, or any right of the Contractor hereunder without the prior written consent of the City.

5. Indemnity. Contractor shall indemnify, defend and hold the City, its elected officials, employees, and agents, harmless from and against all claims, demands and causes of action for injury, death or damage to any person or property that may arise or result from Contractor's performance of this Contract or from acts or omissions of any person(s) employed by Contractor.

6. Anti-Discrimination. Contractor agrees to observe the provisions of the City's Anti-Discrimination Policy and Title VII of the Civil Rights Act of 1964, obligating every contractor or subcontractor for goods and/or services to refrain from discriminatory employment practices on the basis of the race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee of, or applicant for employment with, such contractor or subcontractor.

7. Payment for Services and Materials. The City will pay to the Contractor funds available under this Contract based upon information submitted by the Contractor and consistent with any approved budget (presented as Attachment "B") and City policy concerning payments. Billings will be made separately to the City. Payment requests will be made no less than monthly for the life of this Contract. Payments will be made only for eligible expenses actually incurred by the Contractor. Payments will be made via the City's normal payment processes. In addition, the City reserves the right to liquidate funds available under this Contract for costs incurred by the City on behalf of the Contractor.

Contractor shall make every reasonable effort to secure and/or purchase materials, supplies and labor from local businesses and the local labor pool. For purposes of this Contract, a local business is one that maintains a current business address in the City of Aurora (by first priority) or another jurisdiction in the Fox Valley (by second priority).

8. Access to Records. The Contractor shall furnish and cause each of its own sub-recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City or its agents, or other authorized officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

9. Client Data. The Contractor shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City monitors or their designees for review upon request.

The Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a period of five (1) year.

10. Performance Monitoring. The Contractor agrees to take any and all necessary steps to ensure the stated goals and performance measures of this Contract are met. The City will monitor the performance of the Contract against goals and performance standards as stated above. The Contractor shall provide the City reporting information regarding expenditures, clients served, and problems encountered. Reports will be submitted to the City on a quarterly basis. Substandard performance as determined by the City and will constitute noncompliance with this Contract. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

11. Business License. Contractor shall comply with City's ordinance requirements as applicable.

12. Insurance. During the entire term of this Contract and any extension or modification thereof, the Contractor shall keep in effect insurance policies meeting the following insurance requirements:

12.1 Liability Insurance.

The Contractor at its own cost and expense shall provide and maintain liability and property damage insurance for the period covered by this Contract in the amount of not less than Two Million Dollars (\$2,000,000) per occurrence combined single limit coverage. Such coverage shall include, but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities of the Contractor, or any representative or agent working at the direction of the Contractor under this Contract, use of owned and non-owned automobiles, products and complete operations. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to the City and shall provide for written notice to the City at least thirty (30) days prior to cancellation or material change. The following endorsements shall be attached to the policy:

12.1.1 Policy shall cover on an "occurrence basis" or "claims made basis"

12.1.2 Policy must cover personal injuries as well as bodily injuries.

12.1.3 The City, its elected officials, officers and employees shall be named by endorsement as a primary, non-contributory additional insured, and the policy shall stipulate that this insurance will operate as primary insurance.

12.2 Worker's Compensation.

The Contractor, at its own cost and expense shall carry and maintain statutory Worker's Compensation Insurance and Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) with an insurance carrier satisfactory to the City. The policy shall provide that no cancellation, major change in coverage or expiration shall become effective or occur until at least thirty (30) days after receipt of such notice by the City.

12.3 Professional Liability Insurance.

The Contractor at its own cost and expense and if applicable or required by the City shall maintain professional liability insurance for the period covered by this Contract in the amount of One Million Dollars (\$1,000,000) for each claim covering its errors and omissions and One Million Dollars (\$1,000,000) in the aggregate annually as respects services or operations under this Contract.

12.4 Additional Insurance Provisions.

The insurance policies provided by Contractor shall include a provision for thirty (30) days written notice to the City before cancellation or material change of the above-specified coverage. Said policies shall constitute primary insurance as to the City and its elected officials, officers, agents, and employees, so that other insurance policies held by or for them or the City's self-insurance program shall not be required to contribute to any loss covered under the Contractor's insurance policy or policies.

12.5 Coverage Verification.

12.5.1 Upon renewal, cancellation, major change in coverage or expiration, Contractor shall immediately notify and file with the City a Certificate of Insurance.

12.5.2 If, at any time during the life of the Contract or any extension thereof, Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately and all payments due or that become due to the Contractor will be withheld until notice is received by the City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City. Any failure to maintain the required insurance will be sufficient cause for the City to immediately terminate the Contract.

13. Recognition of City. Contractor shall ensure recognition of the City in providing funding for Services provided by this Contract. All activities, facilities, items, and publications utilized or made possible pursuant to this Contract shall indicate the funding source.

14. Counterparts/Telecopy. This Contract may be executed in any number of counterparts and by different parties hereto on separate counterparts each of which, when so executed and delivered, shall be an original, and all such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of this Contract by telecopy shall be as effective as an original and shall constitute a representation that an original will be delivered promptly upon request.

Notices shall be addressed as follows:

If to City: City of Aurora
 Attn: Chief of Community Services
 44 East Downer Place
 Aurora, Illinois 60507

Copy to: City of Aurora
 Attn: Corporation Counsel
 44 East Downer Place
 Aurora, Illinois 60507

Attachment “A” Scope of Work

Project Description

The US Bureau of the Census contacted the City of Aurora in 2018 to establish a partnership and request the formation of a Complete Count Committee for the 2020 U.S. Census. In 2010, the City established a joint Complete Count Committee which developed strategies and coordinated outreach activities with local partners. Efforts targeted hard to count census tracts. At the conclusion of the 2010 Census, the City of Aurora's population increased from 142,990 based on the 2000 Census to 197,899. The City has grown by about 55,000 people over the past 20 years and is now the 2nd largest city in the state of Illinois. And during that time, the city's minority population has grown significantly – the number of Hispanic residents has almost doubled, and the number of Asian residents has tripled.

The Census is used for many purposes – population totals from the census determine the number of seats each state has in the House of Representatives and states also use the data to redraw their legislative and school districts. The population totals also affect funding in our community, and data collected in the census help decision makers know how your community is changing. Approximately \$675 billion in federal funding is distributed to communities each year. According to research reported in Crain's Chicago Business, Illinois could stand to lose \$1.2 billion in funding over the next decade should the 2020 Census undercount the State's population with a 1% undercount. Approximately \$350,000 in funding would be lost by Aurora each year with such an undercount and over \$3.5 million over the next ten years. Moreover, Census data is used to forecast future transportation needs for all segments of the population, help determine areas eligible for housing assistance and rehabilitation loans, and assist in designing facilities for people with disabilities, the elderly, and children.

In June 2019, Aurora City Council established the Aurora Complete Count Committee, which is a volunteer advisory committee of city, county, non-profit organizations, educational institutions, health and human service organizations, cultural and faith based organizations, and others to increase awareness and motivate residents to respond to the 2020 Census.

Need and Goals Statement

The Aurora Complete Count Committee released a request for qualifications on December 11, 2019 to interested agencies to hire trusted partners to serve as a resource to help support the full committee as well as five established subcommittees. Each agency will perform a variety of tasks to support the three main goals established by the committee:

- Focus on establishing relationships with different stakeholders to increase community awareness and participation in the 2020 Census.
- Develop strategies to increase the count of populations defined as hard to count.
- Promote the availability of US Census jobs to Aurora residents and surrounding communities.

Each agency will also assist five subcommittees including Business, Communications and Technology, Education, Community Based, and Faith Based to assist in meeting the three goals above including coordinating specific outreach tasks requested by the Aurora Complete Count Committee or Project Coordinator.

Workplan/Timetable

- March 1, 2020 – May 30th, 2020
- Support the Aurora Complete Count Committee to assist in completing the three main goals established by the full committee.
- Support each of the 5 Aurora Complete Count Subcommittees to assist in completing 18 sub goals identified by each subcommittee.
- Conduct canvassing events in areas designated as hard to count.
- Conduct other outreach including presentations, disseminating materials, and attending public events to promote the census.
- Staff census assistance centers.
- Assist residents, businesses, and agencies by providing information regarding the census.
- Other tasks as requested by the Aurora Complete Count Committee and the City of Aurora.

Staffing Plan***Part-Time Census Outreach Workers -*****Qualifications:**

- Excellent documentation skills.
- Excellent written and verbal communication skills.
- Ability to work independently with strong sense of focus, task-oriented, non-judgmental, clear sense of boundaries.
- A strong sense of and respect for confidentiality involving both clients and fellow employees.
- Ability to work in a variety of settings with culturally-diverse families and communities with the ability to be culturally sensitive and appropriate.
- Ability to legally operate a motor vehicle and provide own transportation.
- Bi-lingual preferred.

Evaluation Method:

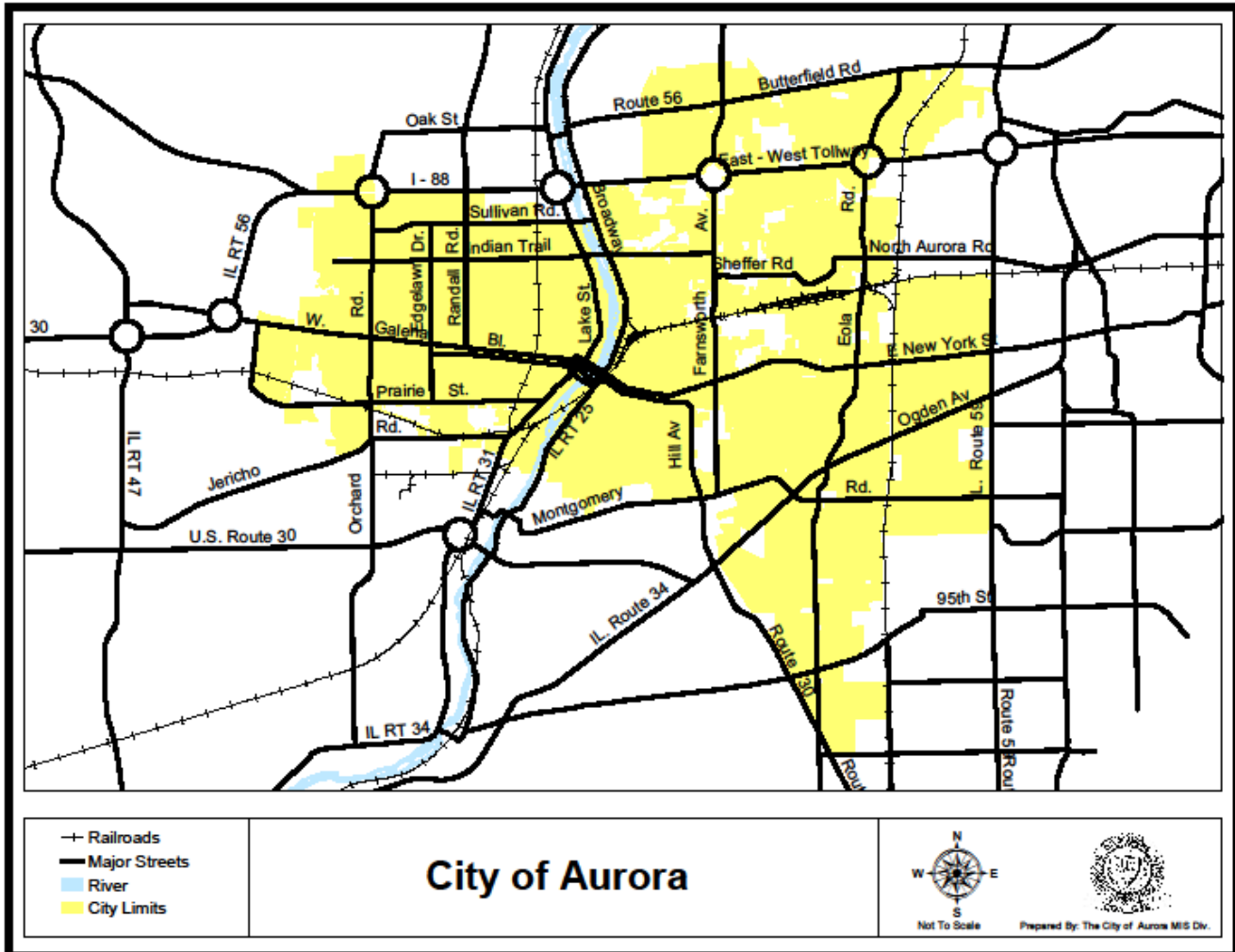
The City of Aurora and Aurora Complete Count Committee will monitor the progress of each contractor with the Census Project Coordinator biweekly to determine the spending progress and participation in requested tasks. Each contractor will be required to submit biweekly progress reports and reimbursement requests to monitor tasks completed and funding expended. Due to the limited timeframe of this contract, the City of Aurora reserves the right to add or reduce funding to this contract based on the needs of the City and the Aurora Complete Count Committee. The contract and budget may be modified in amounts no less than a minimum of \$1,000 or a maximum of \$5,000 for each modification.

Attachment "B"
Project Budget

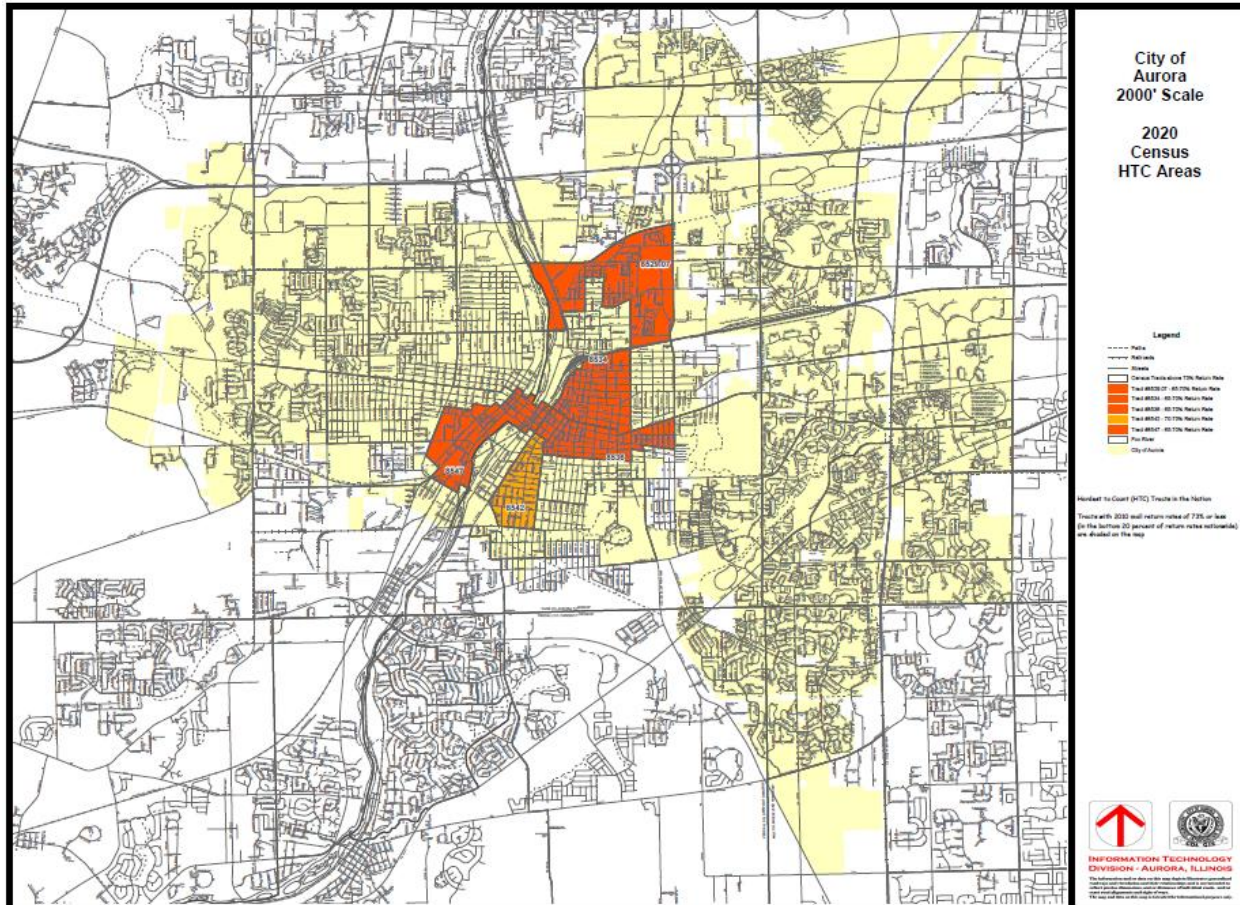
Project Budget Category	Total Budget Amount
Personnel	
Salaries (based on \$25 hourly)	\$4,200
Fringe	\$350
Personnel Subtotal	\$4,550
Program	
Supplies	\$50
Mileage Reimbursement	\$100
Refreshments/Meeting Materials	\$50
Program Subtotal	\$200
Reporting Costs	\$250
Overall Total	\$5,000

*Caps can be exceeded or reduced on a case by case basis based on determination of need, with the Chief of Community Service's approval.

Attachment "C"
Municipal Limits of the City of Aurora
Contract Target Area "I"



**Attachment “D”
Municipal Limits of the City of Aurora
Contract Target Area “II”**



According to the Illinois Department of Human Services (DHS), the following indicates those people who may be considered hard to count:

Racial and ethnic minorities (African American, Arab American, Asian American, Hispanic or Latino)	Children younger than 5 years old
Foreign-born individuals	People living close to or below the poverty line
Renters	People experiencing homelessness
People who are young and mobile	People with disabilities (including deaf and hard of hearing)
Undocumented immigrants	Older adults
People who distrust the government	People with limited English proficiency