

**CITY OF AURORA, ILLINOIS
TEMPORARY EMERGENCY SHELTER 2025
SERVICES AGREEMENT**

THIS AGREEMENT, is entered on the Effective Date between the City of Aurora, Illinois (“City”) an Illinois home rule municipal corporation, with its office of City Clerk located at 44 E Downer Place, Aurora, Illinois and the Contractor, for the Services herein described. The terms “Effective Date,” “Contractor,” and “Services” shall be defined as set forth in Exhibit A.

1. Scope of Services. The Contractor shall perform the Services set forth in Exhibit A and any attachments thereto.

2. Term. The term of this Agreement shall be as set forth in Exhibit A. If provided in Exhibit A, the Agreement shall renew without further action by the Parties as set forth in therein, provided that the City Council of the City has budgeted funds for the services contemplated by this Agreement.

3. Standard of Performance. Contractor shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Contractor shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Contractor shall ensure that Contractor and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with applicable federal, state, and local laws, regulations or ordinances; and (iv) strictly conform to the terms of this Agreement. Contractor shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Contractor or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Contractor from the responsibilities set forth herein.

5. Payment. Contractor shall invoice the City for its Services rendered in the amount and with the frequency set forth in Exhibit A. Upon receipt, the City shall review and process such invoices for payment in accordance with the procedures and the time limitations provided by the Local Government Prompt Payment Act. Approved but unpaid amounts shall accrue interest and penalties in the amount and to the extent authorized the Act.

6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Contractor with thirty (30) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Contractor

only for services performed up the date of termination. After the termination date, Contractor has no further contractual claim against the City based upon this Agreement and any payment so made to the Contractor upon termination shall be in full satisfaction for Services rendered. Contractor shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. Indemnification and Insurance

- (a) **Insurance.** The Contractor shall provide to the City evidence that it has obtained and maintains the insurance coverages set forth in Exhibit B. In all cases, the Contractor shall provide the City with a certificate naming the City as an additional insured party and shall not cancel such insurance without prior notice to the City.
- (b) **Indemnification.** Contractor shall indemnify, defend, and hold harmless the City, its elected officials, officers, and employees from and against all claims, losses, damages, costs and expenses, including without limitation, reasonable attorney's fees arising from or out of Contractor's performance of its obligations under this Agreement, including specifically those brought by third parties. The contractor shall sign the additional hold harmless/indemnification waiver in Exhibit C.
- (c) **Non-Wavier.** Neither by the insurance or indemnifications requirements of this Agreement does the City waive any privilege, defense, or immunity, which may be available to it, its elected officials, officers, or employees by law, including, but not limited to those set forth in the Local Governmental and Governmental Employees Tort Immunity Act.

8. Miscellaneous Provisions.

a. **Illinois Freedom of Information Act.** The Contractor acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

b. **Entire Agreement.** This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. **Consents and Approvals.** The Parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating

procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

e. Jurisdiction and Venue. The Parties agree that in the event of litigation arising from this Agreement, the exclusive venue for the adjudication of such disputes shall be the Circuit Court of the Sixteenth Judicial Circuit, Kane County and that the Illinois law shall apply to such disputes without regard to its choice of law principles.

f. Construction of Contract Provisions. The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

g. Notices. All notices required hereunder shall be made in writing and shall be served personally, by registered mail, certified mail, traceable private courier services, electronic mail or facsimile transmission unless otherwise provided in this Agreement. All notices to the parties under this Agreement shall be made to:

The City of Aurora
Corporation Counsel
The City of Aurora Law Department 44 E. Downer Place
Aurora, Illinois 60507-2067

Date: _____

FOR: CITY OF AURORA, ILLINOIS

By: _____

Jolene Coulter

Director of Purchasing

FOR: CONTRACTOR

By: _____

Print: _____

Title: _____

**EXHIBIT A
CITY OF AURORA, ILLINOIS
SERVICES AGREEMENT**

Contractor Information ("Contractor")	
Legal Name:	Becoming Oswego
Type of Entity:	☐ Illinois Business Corporation ☒ Illinois Not-For Profit Corporation ☐ Illinois Limited Liability Company or Limited Partnership ☐ Partnership or Solo Proprietorship ☐ Other. Organized under the laws of the State of <u>Illinois</u> , and authorized to do business in Illinois.
Address:	113 Main Street, Suite 310, Oswego, IL 60543
Email	Becomingoswego@gmail.com
Phone	630-272-5211

Contract Term Information	
Effective Date:	November 4, 2025
Term:	November 4, 2025 - December 31, 2025; January 1, 2026 - May 30, 2026
Renewal Period:	The agreement can be renewed for two (2) one-year extensions based upon mutual agreement in writing between the Contractor and the City of Aurora.

Payment Terms	
☐ Daily	The City shall compensate the Contractor on an hourly daily basis at the rate of \$100.00 per hour.
☐ Monthly	The City shall compensate the Contractor on a monthly basis at the rate of \$_____ per calendar month.
☐ Total	The total compensation of the Contractor under this Agreement shall be \$_____.
☒ Other	Total compensation for 100 nights of operation during the contracted time period is \$136,141.00. See Exhibit D

Expenses	
☒ Not Authorized	The Contractor is responsible for its ordinary and customary expenses incurred in the performance of the Services under this Agreement.

Exhibit A

Scope of Work

The Contractor agrees to perform the Services set forth herein pursuant to this Agreement and to the terms set forth in the Request for Proposal 25-164.

Purpose

The temporary emergency shelter is to open when overnight temperatures (7pm to 7am) are forecasted to be at or below 32 degrees for at least 6 continuous hours at any part of the stated hours of operation.

- In the event of prolonged or severe winter weather conditions, as identified by the City, the City will assess circumstances on a case-by-case basis and may, in collaboration with the organization(s), adjust operational timelines, contract parameters/requirements, or resource allocations to address evolving public safety and operational needs.

Population Served

The primary population to be served are individuals experiencing homelessness who may not have access to or are not comfortable utilizing other shelter options.

Every effort should be made to prioritize residents of the City of Aurora as the primary population served. Local shelters should be engaged to ensure that individuals served are not eligible for their services.

Populations experiencing loss of heat in their homes or are stranded while traveling may be provided temporary respite to the Proposer's temporary emergency shelter, but the availability to the primary population shall not be limited on account of these scenarios.

Eligible families requiring shelter must be provided accommodations at an alternate location.

Specifications

Contractor will use the first floor of city-owned property at 712 North River St. Aurora, IL 60505 to provide services per the specifications below.

Contractor's responsibilities:

- A. Staffing: Provide an adequate number of staff and/or trained volunteers to operate the facility during the hours of operation for the duration of each temporary emergency shelter with a minimum ratio of 1 staff and/or trained volunteer to 25 guests in attendance, with a minimum of 3 including security. Contractor shall have a fire watch on site any time the facility is in operation. Fire watch personnel shall comply with Sections 403.12.1.1,

403.12.1.2 and 200. Contractor shall work with the Development Services/Fire Marshal staff to meet all city code requirements.

- B. Background checks: All employees of Contractor must have background checks completed. The background checks must be submitted to the City prior to working.
- C. Security: Security on site during operational hours. Contractor must provide proof that the security company is licensed and bonded in the State of Illinois.
- D. Management: Offer an onsite manager to supervise the operation of the shelter.
- E. Operational Hours: Between 7:00 p.m. to 7:00 a.m., but may vary based on weather conditions, space availability, and other factors. Available to operate 7 days a week during the evening and nighttime hours for a minimum of 12 hours.
- F. Opening: Contractor should notify the City weekly of anticipated opening. The City maintains the right to deny reimbursement for services on nights that do not meet the temperature threshold.
- G. Facility: Should meet all applicable ADA requirements and City codes and ordinances, including adequate restroom facilities. The occupancy of the location is limited to 49 individuals which includes all clients, volunteers, staff, and fire watch personnel. Use is limited to the first floor only with no access to the upper floor. Basement should only be accessible by staff.
- H. Families (adult guardian with minor children) must be provided shelter at an alternate and appropriate location. This can include a partner organization or hotel voucher reimbursed by the City of Aurora.
 - A. Reimbursement for hotel vouchers must be limited to single night stays unless approved by City of Aurora staff, and must include the following documentation:
 - o Confirmation that the family was not eligible for any other local shelter options.
 - o Confirmation that the contractor or partners worked to identify an appropriate option for successive nights.
- I. Provision of beds or cots for a comfortable place to sleep preferred.
- J. Contractor shall provide janitorial while operating the temporary emergency shelter. The City will provide all utilities except for mobile telephone service.
- K. Be able to offer water and a light snack. If additional food is provided, all Health Department food safety guidelines must be adhered to.

- L. Staffing and Supervision of the location is required any time guests are present. Additionally, a fire watch must always be on the premises while it is occupied and cannot leave while it is occupied.
- M. Staff shall adhere to confidentiality standards and be trained in CPR/AED, First Aid, Emergency Protocols, harm reduction, trauma-informed care, and de-escalation tactics. Training can be sourced by the contractor, provided by the City, or some combination thereof, and documentation demonstrating completion must be maintained.
- N. Contractor must provide a document showing their processes for running the shelter as well as what training both staff and volunteers will go through prior to volunteering at the location. Required processes include guest admission procedures, set-up and take-down procedures, security operations, volunteer and employee safety training, and provision of resource list for outside services. Pursuant to this contract, the City can amend this requirement to request that additional processes and/or training are added.
- O. Contractor may store items in shelter location while in use and for a period of two weeks after use.
- P. Contractor shall coordinate all staff and volunteer schedules.
- Q. Contractor shall develop forms and signage for the shelter. The signage and documents must be available in both English and Spanish. Contractor should provide additional signage for those clients that have child sex offender restrictions. The clients that have those restrictions cannot loiter outside of the building.
- R. Contractor must acquire consumables and materials and set up inventory and track reporting. Contractor will have their expense tracking form pre-approved by the City prior to operating the shelter.
- S. Contractor shall record nightly data and submit that data to the City monthly. Reports shall include the number of guests secured, the time at which the shelter reached capacity, the weather conditions warranting opening, how many families were provided alternate shelter, and a log identifying emergency services needed.
- T. Contractor should limit the use of any cooking or heating implements to staff and licensed food handlers only. Open flames should not be used in the building, and any food heating element should be unplugged at the end of the night to avoid any possible fire risks.
- U. Contractor should have each volunteer sign a hold harmless waiver to release the City from liability.

EXHIBIT B

INSURANCE REQUIREMENTS

The Contractor, at its own expense, shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits to cover all locations of the Contractor's operations.

The Contractor shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the contract, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the City and licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the City.

This provision shall also be stated on each Certificate of Insurance as: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail ten (10) days written notice to the certificate holder named to the left."

If requested, the awardee of this proposal will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request.

The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

- (1) Worker's Compensation Insurance - Statutory amount.
- (2) General Liability Insurance:
 - (a) \$1,000,000 per occurrence and \$5,000,000 general aggregate
 - (b) \$500,000 per occurrence for Property Damage
 - (c) \$1,000,000 per occurrence for Personal Injury
- (3) Auto Liability Insurance:
 - (a) Bodily injury with limits not less than \$1,000,000
 - (b) Property damage with limits not less than \$500,000
- (4) Umbrella excess liability of \$1,000,000 per occurrence, \$2,000,000 aggregate

The Contractor shall include the City as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies with a waiver of subrogation and indicate said status on any Certificates of Insurance provided to the City pursuant to this project. Contractor

shall pay all insurance premiums without cost to the City. Contractor shall provide a copy of the policy declarations and endorsement page.

DRAFT

EXHIBIT C

RELEASE/WAIVER OF CLAIMS AND HOLD HARMLESS AGREEMENT

IN CONSIDERATION of _____(Print Name) participating as a independent contractor contracted to run an alternative warming shelter for the City of Aurora, the undersigned person on behalf of themselves, their heirs, personal representatives and assigns, agrees to and does hereby release, indemnify and hold harmless all of the said City of Aurora, and their owners, agents, employees, officers, successors, and assigns (all referred to as "Releasees"), from and against all claims by the undersigned for any cost, damage, expense or liability for or from loss of life, property damage or personal injury to the undersigned or any property of the undersigned, whether caused by the negligence of any of the Releasees or otherwise in connection with the undersigned being on said premises, and the undersigned waives all claims for any of the foregoing and assumes all risk of loss, damage or injury that may be sustained by him or her.

THE UNDERSIGNED further agrees to indemnify and hold harmless the Releasees from any and all liability, cost and expense, including but not limited to attorneys fees', incurred by the Releasees which arise out of claims for personal injury, property damage or violations of any laws, statutes, ordinances or regulations in connection with the participation.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF CLAIMS AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from this written agreement have been made.

Date: _____ Signature: _____

Address: _____

Phone#: _____

Emergency Contact Name: _____ Phone Number: ____ Relationship: _

EXHIBIT D

BUDGET

Item	Budget Amount (For 100 Nights)
Staffing (Becoming Church)	\$69,390
Security	\$46,200
Food	\$15,000
Administrative Costs	\$5,551
Total	\$136,141