

#### CITY OF AURORA, ILLINOIS

# RESOLUTION NO. R24-393 DATE OF PASSAGE MOVEMBER 24, 2024

A Resolution authorizing the Director of Purchasing to enter into an agreement with Wesley United Methodist Church for the hosting, managing, and operating of a Temporary Warming Center on an as needed basis from November 27, 2024 through March 31, 2025 in an amount not to exceed \$44,700.

WHEREAS, the City of Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the City of Aurora seeks to contract with a qualified not for profit for the safe hosting, management, and operation of an extreme winter weather Temporary Warming Center; and

WHEREAS, the City of Aurora conducted a request for proposals in search of a partner to best fit the City's needs; and

WHEREAS, Wesley United Methodist Church was the sole proposer; and

WHEREAS, Wesley United Methodist Church's mission, experience, and expertise align with the City's requirements for the Temporary Warming Center; and

WHEREAS, if approved, the proposed contract will secure a servicing partner, Wesley United Methodist Church, to provide consistent as-needed hosting, management, and operation of the Temporary Warming Center for the City's residents in need of adequate respite;

WHEREAS, funding will be paid from accounts 101-1302-419.32-20 and 101-1302-419.61-80)

# RESOLUTION NO. R24-393 DATE OF PASSAGE NOVEMBER 26, 2024

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Aurora, Illinois, as follows: that a proposed contractual agreement with Wesley United Methodist Church to provide services for the Temporary Warming Center as described in this Resolution shall be and hereby is approved; and further.

BE IT RESOLVED, that \$44,700 of budgeted funds for Wesley United Methodist Church to fulfill the service agreement, shall be and hereby are encumbered and authorized for disbursement consistent with the purposes of this Resolution.

## RESOLUTION NO. <u>R24-393</u> LEGISTAR NO. <u>24-0817</u>

## PASSED AND APPROVED ON November 26, 2024

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ALDERMAN	Vote
Alderman Barreiro, Ward 1	absent
Alderwoman Garza, Ward 2	yes
Alderman Mesiacos, Ward 3	yes
Alderman Donnell, Ward 4	yes
Alderman Franco, Ward 5	yp
Alderman Saville, Ward 6	yes
Alderman Tolliver, Ward 7	yes
Alderwoman Smith, Ward 8	yes
Alderman Bugg, Ward 9	yeo
Alderwoman Baid, Ward 10	yes
Alderman Laesch, At Large	ye
Alderman Woerman, At Large	ye

ATTEST:

City Clerk, Jennifer Stallings

Mayor Pro-Tem, Michael B. Saville

#### City of Aurora Agreement for Request for Temporary Warming Center

THIS AGREEMENT, entered on this 26 day of November 2024 ("Effective Date"), for the Temporary Warming Center is entered into between the CITY OF AURORA ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and Wesley United Methodist Church, located at 14 N May Street Aurora, IL 60506

WHEREAS, the City issued a Request for Proposal ("RFP") on <u>September 15, 2024</u>, for Temporary Warming Center; and

WHEREAS, the Proposer submitted a response to the PROPOSAL and represents that it is ready, willing and able to perform the Services specified in the PROPOSAL and herein as well as any additional services agreed to and described in the Agreement; and

WHEREAS, on November 26, 2024, the City awarded a contract to Wesley Methodist Church.

**IN CONSIDERATION** of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. Agreement Documents. The Agreement shall be deemed to include this document, the City of Aurora's Request for Proposal, the Proposer's response to the PROPOSAL, to the extent it is consistent with the terms of the PROPOSAL, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

#### Request for Proposal 24-103

In connection with the PROPOSAL and this Agreement, Proposer acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Proposer represents that such material and information furnished in connection with the PROPOSAL and this Agreement is truthful and correct. Proposer shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

- **2.** <u>Scope of Services.</u> Proposer shall perform the Services listed in the PROPOSAL, attached hereto as Exhibit 1.
- 3. <u>Term.</u> The contract shall be in place until the terms of the RFP have been met.

#### 4. Compensation.

**a. Maximum Price.** In accordance with the Proposer's negotiated cost, the price for providing the Services shall be as stated on the submitted proposal form Exhibit 2.

b. Schedule of Payment. The City shall pay the Proposer for the Services in accordance with the amounts set forth in Appendix D. The Proposer shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made upon the basis of the approved invoices and supporting documents, unless the Proposer is eligible for reimbursement by other governmental entities and receives such reimbursement. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et. seq.) Each invoice shall be accompanied by a statement of the Proposer of the percentage of completion of the Services through the date of the invoice.

#### 5. Performance of Services.

Standard of Performance. Proposer 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. Proposer shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Proposer shall ensure that the Proposer 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 all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Proposer 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 Proposer 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 Proposer from the responsibilities set forth herein.

#### 6. <u>Termination.</u>

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 Proposer with thirty (30) days notice specifying the termination date. Upon completion of services, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Proposer only for services performed up to the date of termination. After the termination date, Proposer has no further contractual claim against the City based upon this Agreement and any payment so made to the Proposer upon termination shall be in full satisfaction for Services rendered. Proposer shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

#### 7. <u>Miscellaneous Provisions.</u>

a. Illinois Freedom of Information Act. The Proposer 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

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

#### 8. Miscellaneous Provisions.

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- 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.
- 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.
- 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.

FOR CITY OF AURORA ATTEST: (CORPORATE SEAL) (SEAL) (SEAL)

(If a Corporation)

President - Contractor
Partners doing Business under the organization
Contractor
(SEAL)

Contractor

### CITY OF AURORA REQUEST FOR PROPOSAL 24-103 Request for Temporary Warming Center

EXHIBIT 1

(REQUEST FOR PROPOSAL)

## CITY OF AURORA REQUEST FOR PROPOSAL 24-103 Request for Temporary Warming Center

**EXHIBIT 2** 

(PROPOSAL FORM 24-103)



## Request for Proposals Temporary Warming Center

Request for Proposal 24-103

PROPOSALS DUE

Wednesday, October 2, 2024 At 11:00 a.m.

> City of Aurora Purchasing Division 44 E Downer Place Aurora, Illinois

#### **Proposal for Winter Warming Shelter**

Submitted to: The City of Aurora

Submitted by: Wesley United Methodist Church, 14 N. May St., Aurora, IL 60506; 630-896-1033

Wesley Contact: Rev. Tammy Scott, revtammyscott@gmail.com, 630-254-4127

Date: October 2, 2024

#### **Executive Summary**

Last year when the ATC closed, Wesley UMC and volunteers from community organizations stepped in to open an emergency overnight shelter. As winter approaches this year, the need for a plan for warming shelters becomes critical in our community. This proposal outlines the establishment of a winter warming shelter to provide safe, warm, and supportive accommodation for individuals experiencing homelessness, especially those who are unable to be sheltered at Hesed House for various reasons from November 15, 2024–March 31, 2025. Our goal is to ensure that no one faces the dangers of extreme winter weather without shelter.

#### **Project Overview**

Our proposal consists of the following key components:

1. Winter Shelter: To alleviate the city's burden of deciding when the shelter should operate, we propose it runs every night beginning December 15th to March 15th (91 nights) from 7:00 PM to 7:00 AM. The plan will be to run the shelter out of Wesley United Methodist Church (WUMC). The shelter will be operated on an emergency basis from November 15th through December 15th and March 15th through March 31st if temperatures reach 15F or below at the nightly rate set forth in the budget unless otherwise agreed upon in writing between the City of Aurora and WUMC.

This proposal is for all nights November 15th-March 31st. After discussion with One Collective in Elgin and with agencies around Aurora that service the homeless population, we have determined that consistency is key both for the safety of the unhoused population and retaining the necessary staff and volunteers to make the shelter successful.

- 2. Coordination of Services: Wesley UMC will work with other agencies (including but not limited to AID, Hesed House, Judah Robinson Foundation, Kane County Collaborative Diversion, Aurora Mutual Aid, and Kane County Senior Services) to coordinate services such as case management support. Our objective is to ensure comprehensive care and support for shelter residents.
- 3. Volunteers and Staffing: WUMC commits to recruiting, training, and managing volunteers and staff members to operate and maintain the shelters. We will also collaborate with local organizations and agencies to ensure the shelters are adequately staffed and supervised.

- 4. Budget Management: WUMC will create a comprehensive budget plan outlining the financial requirements of the winter shelter program. We intend to fundraise, seek grants, and work with local businesses and donors to cover additional expenses.
- 5. Subcontract: WUMC will be this project's primary point of contact. The city will pay WUMC. WUMC will subcontract and pay subcontractors as necessary.

#### **Benefits and Expected Outcomes:**

Our collaborative effort is expected to yield numerous benefits:

- 1. Increased shelter capacity and accessibility for homeless individuals during winter.
- 2. Enhanced coordination of services, resulting in improved outcomes for shelter residents.
- 3. A reduction in winter-related homelessness fatalities and illnesses.
- 4. Elevated community involvement and volunteer engagement in addressing homelessness.
- 5. A pathway towards long-term solutions to homelessness through case management and support services.
- 6. By providing a safe and stable place for individuals experiencing homelessness, this shelter can reduce public safety costs to the city and ensure less hospitalizations.

#### **Target Population**

The primary beneficiaries of the warming shelter will be:

- Individuals experiencing homelessness, especially those for whom Hesed House is not an option
- Vulnerable populations, including those with mental health and substance use challenges

#### **Shelter Details**

#### Location:

Wesley United Methodist Church 14 N. May St. Aurora, IL 60506

#### Capacity:

20-30 depending on space that is selected for use

#### **Duration of Operation:**

Open from November 15, 2024 to March 31, 2025, based on weather conditions and community needs (see above for more details).

#### **Operating Hours:**

Proposed hours, 7:00pm-7:00am

#### **Operations**

WUMC will facilitate and coordinate the winter shelter. Capacity for the shelter will be 20 persons each night.

Current social service organizations in Aurora (see below) will work closely with shelter staff and volunteers to provide comprehensive services and timely referrals to the residents of the winter warming shelter. Direct communication between organizations and access to shared casework data will reduce duplicated services or redundant processing times. This will maximize client access and awareness of human services and programs.

Individuals participating in the shelter must adhere to updated community and safety guidelines. Examples include having their persons and belongings searched, disposing of any alcohol or other illicit substances found, and requiring medication compliance for specific medical issues, such as seizures, to mitigate calls for paramedics.

The winter shelter will be limited to individuals who can prove Aurora area residency through state-issued identification and/or are verified by caseworkers in the Aurora area.

There will be adequate staff and volunteers each night. A minimum of one paid staff person and one volunteer will be present at all times with additional volunteers present during arrival and departure times. This means that we will be well within the limits set forth for guest to staff/volunteer ratio.

Non-armed security personnel will be contracted to provide on-site security throughout the night to mitigate calls to the police. We will also utilize AID Mobile Crisis Response when needed.

WUMC will recruit and hire staff and volunteers. WUMC will coordinate training with area organizations to ensure all staff and volunteers are trained in CPR/First Aid, de-escalation and trauma informed approaches. This project will rely heavily on volunteers.

#### **Community Partnerships**

We propose to collaborate with\*:

- Local government agencies
  - Kane County Health Department
  - Senior Services
  - Kane County State's Attorney Office Collaborative Diversion

- Nonprofit organizations
  - o AID
  - Aurora Mutual Aid
  - Culture Stock
  - East Aurora Counseling
  - Hesed House
  - Judah Robinson Foundation
  - Loaves and Fishes
  - o UNI2
- Faith-based groups
  - Becoming Church (Oswego)
  - Fresh Start City Church
  - New England Congregational Church
- Businesses willing to support through donations or sponsorship
- \* Those listed have already agreed to participate in some way, but we anticipate additional partners being identified.

#### Conclusion

The establishment of an emergency winter warming shelter is a crucial step in protecting our most vulnerable community members during the harsh winter months. With your support, we can ensure that everyone has a safe place to seek refuge from the cold and prevent illness and fatalities. We look forward to collaborating with you to bring this initiative to life.

#### Contact Information:

Rev. Tammy Scott Lead Pastor Wesley United Methodist Church 630-896-1033 revtammyscott@gmail.com

Thank you for considering this vital proposal.

# CITY OF AURORA, ILLINOIS REQUEST FOR PROPSAL

#### 24-103

## Request for Temporary Warming Center

## REFERENCES

(Please Type) Hesed House
Address 459 S. River St.
City, State, Zip Avrora, IL 60506
Phone Number 630 - 897 - 2156
Contact Person Joe Jackson
Date of Project Winter 2024 - temporary warming Shelter
Entity Association for Individual Development
Address 309 W Indian Trail Ct
City, State, Zip Avrora, DL 60506
Phone Number 630 - 966 - 4000
Contact Person Lore Baker
Date of Project Ongoing AID (STARS program @ WUMC
Entity Judah Rabinson Fornlation
Address 223 Spring St.
City, State, Zip Aurora, IL 60505
Phone Number 331 - 278 - 7524
Contact Person Dr. Amanda Goldman
Date of Project Winter 2024 - Kmporary warming Shelter
Proposer's Name: Tammy Scott

# CITY OF AURORA, ILLINOIS REQUEST FOR PROPSAL

#### 24-103

## Request for Temporary Warming Center

## CONTACT INFORMATION

Customer Service/G	eneral Information: Ph: 630 - 896 - 1033
To order service:	Name: Rev. Tammy Scott  11 Ph: 430-254-4127 Fax: NA
ce	11 Ph: 630-254-4127 Fax: NA
	E-mail: revtammy scott @ gmail. com
Billing & Invoicing	question:
	Name: Jenny Tawlowski
	Name: <u>Jenny Pawlowski</u> Ph: <u>630-896-1033</u> Fax: N/A
	E-mail: jennifer, wunc @gmail.com
	m
	a ;
	i
	Name:
	Ph: Fax:
	E-mail:
	- nn
Proposer's Name:	N5825H
	10-2-24

## CITY OF AURORA, ILLINOIS REQUEST FOR PROPSAL

24-103

## Request for Temporary Warming Center

## PROPOSAL FORM

Due Date & Time: 11:00 a.m. CST, Wednesday, October 2, 2024

o:	City of Aurora
	Purchasing Division
	44 E Downer Place
	Aurora, Illinois 60507
The f	following offer is hereby made to the City of Aurora, Aurora, Illinois, hereafter called the Owner.
Subn	nitted By: Wesley UMC
1.	The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other PROPOSAL documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments (if applicable) contained in the proposal solicitation documents. The items in this Request for Proposal, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the PROPOSAL.
	A. The Vendor shall also include with their proposal any necessary literature, samples, etc., as required within the Request for Propsal, Instruction to Proposers and specifications.
	B. For purposes of this offer, the terms Offeror, Proposer, and Vendor are used interchangeably.
II.	In submitting this Offer, the Vendor acknowledges:
	A. All proposal documents have been examined: Instructions to Proposer, Specifications and the following addenda:
	No, No, (Vendor to acknowledge addenda here.)
Propo	oser's Name: Rev. Tammy Scott
	iture & Date: 10-2-24
	Appendix D

## CITY OF AURORA, ILLINOIS REQUEST FOR PROPOSAL

#### 24-103

#### Request for Temporary Warming Center

#### PROPOSAL FORM

The undersigned acknowledges that with submission of a proposal that they have read and understand the terms and conditions of the agreement to be offered. The Proposer also acknowledges that they will comply with said provision should they be awarded the contract.

All proposal prices shall be shown as delivered Aurora Destination, Prepaid and Allowed. Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certification Permit No. Illinois E9996-0842-07. No additional charges over base proposal price will be accepted without written approval of the Purchasing Director.

The City of Aurora reserves the right at any time and for any reason to cancel this Request for Proposal, to accept or reject any or all proposals or portion thereof, or accept an alternate proposal. The City reserves the right to waive any immaterial defect in any proposal, or technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional proposals or counter-proposals. Unless otherwise specified by the Proposer or the City, the City reserves the right to hold the best proposals for ninety (90) days from the opening date set forth above. The City may seek clarification from any proposal at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the PROPOSAL to the lowest responsible proposer whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the City.

		SUBN	MITTED BY			,
ORGANIZATION	Wesley	umc	CWesten	United	Methodist	Church)
ADDRESS 14	N. Mai	St.	0			
CITY, STATE, ZIP _	Aurora.	'IL	60506			_
PREPARER'S NAME	Rev.	Tamm	Scott	20		<u>a</u>
AUTHORIZED SIGN		Ficas	rat +	lead	pastor	
EMAIL revtam			il.com	Title		
PHONE #(630) 89	6-1033 FA	X#(	, N/A	DATE_	10-2-24	

## CITY OF AURORA, ILLINOIS REQUEST FOR PROPOSALS

24-103

#### **Request for Temporary Warming Center**

#### PROPOSAL FORM

"AFFIDAVIT: I (We) hereby certify and affirm that my (our) proposal was prepared independently on this work, that it contains no fees or amounts other than for the legitimate execution of the work as specified, and that it includes no understandings or agreements in restraint of trade."

(If an Individual)	00 11		
Signature of Proposer	Borott	(SEAL)	
Organization Address	Aurora, IL 40501		
(If a Co-partnership)			
Organization name		(SEAL)	
Signed by		(SEAL)	
Business Address		_	
Insert Names and Addresses of all Members of the Organization			
(If a Corporation)			
Corporate Name Signed by		, President	
Business Address			
Insert	(President)		
CORPORATE SEAL	Names of (Secretary)		- 9 .
ATTEST:	Officers (Treasurer)		
Socratory			

Secretary

(Note: Proposers should not add any conditions or qualifying statements to this proposal for the proposal may be declared irregular as being not responsive to the request for proposal.)

Appendix D

I/WE propose Location and Services for the Temporary Warming Center.

Wesley United Methodist Church

**Budget Estimate for 12 Hour Shift** 

\$2,528/pernight

	AMOUNT	NOTES
Personnel Services		
Personnel Services (Project Staff, Salaries)	\$ 50,000	1-2 staff on premis additional/unexpectalco
Fringe (Max 30%)	\$ 15,000	additional unexpected co
Other (Explain)	8	
Administration		
Total Personnel Services	\$ 65,000	
Other Than Personnel Services		
contracted Services (include contractor and services provided in notes column. Ex. Rent.)	\$ 25,000	portable restroim/shower
Location Cost (Explain in Notes Column)	\$ 45,500	\$500/night 91 nights
Supplies (Explain in Notes Column)	\$ 20,000	cots, cleaning supplies air purifiers, etc.
Other (Explain in Notes Column)	\$15,000	additional insurance
Other (Explain in Notes Column)		
Other (Explain in Notes Column)		
Total Other	\$165,000	
SUBTOTAL	\$ 230,000	
TOTAL	\$ 230,000	

Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certification Permit No. Illinois E9996-0842-07.

The City of Aurora reserves the right to reject any or all Proposals, or parts thereof, and to waive any technicality, informality or irregularity in the Proposals received, and to disregard all nonconforming or conditional Proposals or counter-proposals and to hold the best Proposals for ninety (90) days from the opening date set forth above. The City further reserves the right to award the Proposal to the lowest responsible Proposer whose offer best responds in quality, fitness and capacity to the requirements of the proposed Work or usage and therefore is in the best interest of the City.