

## **AMENDMENT TO AGREEMENT FOR PROVISION OF FINANCIAL EMPOWERMENT COUNSELING SERVICES**

This Amendment to Agreement for Provision of Financial Empowerment Counseling Services, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Aurora, an Illinois home-rule municipality (hereinafter “the City”), and The Neighbor Project (hereinafter “the Contractor” and together referred to as “the Parties”), the Parties having agreed to amend their existing Agreement for Provision of Financial Empowerment Counseling Services (“the Agreement”), entered into by them on \_\_\_\_\_, as follows:

1. Section 2.2 Compensation is hereby amended in its entirety to state the following:

The City agrees to pay and the Contractor agrees to accept as full payment for the satisfactory completion of the Work (as hereinafter defined by Exhibit “A” entitled “Scope of Work”) and conveyance of the deliverables described hereunder an amount not to exceed \$301,454.00, annually (the “Term Fee”), as set forth below in subsection 2.1 for all services rendered under this Agreement in accordance with the terms hereof. The fee set forth in this section includes all labor, overhead, profit and expenses (such as out-of-pocket, general, administrative, travel and per diem expenses of Contractor). In no event shall the City provide funds to the Contractor in excess of \$301,454.00 (the maximum amount being referred to herein as the “Contract Amount”. The Contract Amount shall constitute the maximum amount to be provided to the Contractor by the City for all of the Contractor’s obligations hereunder.

2. Exhibit “A” Scope of Work, Paragraph 3(b) is hereby amended to state the following:

Ensure, provide, or retain and provide appropriate supervision to at least three (3) full time or full time equivalent (FTE) counselors, who shall be retained and employed by Contractor. At no time shall the FTE counselors be considered employees, volunteers, or agents of the City.

- i. Notify the City of all staffing matters, including the hiring of financial counselors, as it pertains to the FEC, including but not limited to key staff openings, or personnel changes as it relates to Contractor's performance of this Contract.
- ii. Financial counselors should have a minimum of two years of work experience, with some background in finance, financial education, counseling/coaching, or social service delivery. Staff should also have particular expertise in one of the following: financial services, social work, financial planning coaching/mentoring, teaching, or other related fields. Financial Counselors will ideally be bilingual, speaking English as well as one other language prevalent in the geographic areas or target populations they serve.
- iii. Ensure that counselors and the manager have received training from a “CFE Certified Training Partner”, including a code of ethics training.
  1. Provide the City with proof that financial counselors have completed all the required trainings, specifically counselor

certificates and signed code of ethics forms.

3. All other provisions of the Agreement other than the two (2) sections amended herein shall remain in full force and effect and not otherwise changed by this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed by their respective officers as of the day and year first above written.

CITY OF AURORA

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

THE NEIGHBOR PROJECT

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_