

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

This Agreement (the “**Agreement**”), entered into this 15th day of January, 2020, (the “Effective Date”) is by and between the City of Aurora, an Illinois home-rule municipality, (hereinafter the “**City**”), and The Neighbor Project (hereinafter the “**Contractor**”), hereinafter together referred to as “the Parties” herein.

WHEREAS, the City became an Implementation Partner in the Cities for Financial Empowerment (CFE) Fund’s Financial Empowerment Center Replication grant, and committed to partner with a non-profit entity to provide City residents a free financial counseling service;

WHEREAS, the Contractor is a non-profit organization whose mission is to activate the potential of working families to revitalize their neighborhoods through savings, education and homeownership;

WHEREAS, the Contractor has agreed to provide one-on-one financial counseling and coaching, free of charge for participants, on-site at the City of Lights Financial Empowerment Center (“FEC”), located at 712 S. River Street, Aurora, Illinois 60506, and in accordance with the CFE program model as set forth herein; and

WHEREAS, the City wishes to enter into this Agreement with the Contractor to manage the FEC services and provide such services in partnership with the City.

NOW, THEREFORE, in consideration for the mutual promises exchanged and acknowledged herein, the Parties hereto agree as follows:

### **Section 1. Term**

The term of this Agreement will commence as of January, 15, 2020 and shall continue through December, 31, 2021, unless terminated sooner as provided in Section III herein.

### **Section 2. General Provisions**

2.1 Scope of Work; Location. Contractor agrees to perform the services in accordance with the Scope of Work (see Exhibit “A” attached hereto) and the FEC Model (see Exhibit “B” attached hereto) for the duration of the term set forth herein. The services provided by Contractor shall be provided at no charge to participating residents of Aurora (“Clients”) and shall be performed exclusively on-site at the City of Lights FEC, located at 712 S. River Street, Aurora, Illinois 60506.

2.2 Compensation. 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 [\$239,454, 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 \$239,454 (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.

- 2.3 Compensation Firm. The maximum compensation of the City is not subject to escalation for any reason. The Contract Amount is firm for the duration of the Agreement and is not subject to escalation for any reason unless the Agreement is amended by the Parties in writing.
- 2.4 Payment Methodology. The Contractor shall be compensated for actual costs based upon the budget, not to exceed the Contract Amount.
  - (a) Invoices. Upon progress toward the completion of the services as described herein and prior to any payment for allowable costs, the Contractor shall submit invoices and any supporting documentation as requested by the City to demonstrate that the funds are being used as required by this Agreement. Such invoices shall be submitted monthly and indicate the amount charged to each line item for the period invoice and the total amount charged under the Agreement to date. Invoices shall be submitted to and shall be paid by the City according to the terms of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*). If the City fails to pay amounts owed when due, the Contractor may declare the City in breach of this Agreement. All invoices and any supporting documentation shall be sent to: Adrienne M. Holloway, Chief Innovation Officer, City of Aurora.
- 2.5 Expenditure Report. The Contractor shall submit an annual contract expenditure report, which details the services funded under this Agreement, within 45 days of the end of the fiscal year. The report shall be in a form and substance reasonably acceptable to the City and be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Contractor.
- 2.6 Payment of Invoice. The payment of any invoice by the City shall not prejudice the City's right to object in good faith to the invoice or any matter in relation thereto. Such payments by the City shall neither be construed as acceptance of any part of the services provided nor as an approval, of the cost included therein.
- 2.7 Unallowable Cost. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payments previously made by the City which are determined by the City, on the basis of audits or monitoring conducted in accordance with the terms of the Agreement, to constitute unallowable costs.
- 2.8 Deductions. The City may deduct any setoff or recoupment claims that it may have against the Contractor from amounts due or to become due to the Contractor, whether under this Agreement or otherwise.
- 2.9 Travel Compensation; Documentation Required. Payment to the Contractor for travel, meals or lodging shall be Subject to the amounts and limitations as specified in the City's



travel regulations and shall not exceed any funds available to be paid unless specified pursuant to the approved budget. Reimbursement for any such expenses shall require Contractor to first provide City with receipts or other documentation evidencing same.

- 2.10 Electronic Payment. The Contractor shall have 30 days to complete and sign the City's form authorizing electronic payment to the Contractor. Thereafter, all payment to the Contractor under this Agreement or any other agreement between the parties may be made electronically.

### **Section 3. Standard Terms and Conditions**

- 3.1 Approvals. The City is not bound by this Agreement until it is approved by the appropriate City Council and filed in the office of the City Clerk.
- 3.2 Modifications and Amendments. This Agreement may only be modified by a written amendment that has been approved in accordance with all of the City procedures and signed by all parties and their signatories hereto.
- 3.3 Termination for Cause. If either party fails to properly perform its obligations hereunder or violates any terms of this Agreement, the other party shall have the right to immediately terminate the Agreement. Such termination shall not relieve the breaching party of any liability to the other party for damages sustained by virtue of any breach of the Agreement by the breaching party. Upon such termination and if the Contractor is the breaching party, the Contractor shall return to the City any and all amounts paid by the City hereunder for services or programs not yet earned or performed as of such termination date, and the Contractor shall also return to the City any and all funds expended for purposes contrary to the terms of the Agreement.
- 3.4 Termination Without Cause. Either party may terminate this Agreement without cause at any time upon 30 days advance written notice to the other party. Should the City terminate this Agreement, the Contractor shall immediately cease work and deliver to the City, within 30 days, all completed or partially completed satisfactory work, and the City shall determine and pay to Contractor the amount due for such work that was already completed prior to termination.
- 3.5 Lack of Funding. Should funding for this Agreement be discontinued, the City shall have the right to terminate the contract immediately upon written notice to Contractor.
- 3.6 Conflict of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid, directly or indirectly to an employee or official of the City as wages, compensation or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Agreement.
- 3.7 Warranties. The Contractor agrees, warrants, and assures that no person shall be excluded from participation, be denied benefits of, or be otherwise subjected to

discrimination in the performance of this Agreement or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable law.

- 3.8 Records. The Contractor shall maintain documentation for all charges to the City under this Agreement. The books, records and documents insofar as they relate to the services performed or money received under this Agreement, shall be maintained by Contractor for a period, of three (3) full years from the date of final payment. The books, records and documents of the Contractor, insofar as they relate to the services performed or money received under this Agreement, shall be subject to audit at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- 3.9 Confidentiality. All reports, information or data furnished to or to be prepared or assembled under this Agreement are to be held confidential, unless otherwise herein provided or subject to disclosure by law, such as in response to a request under the Illinois Freedom of Information Act (5 ILCS 140/1, *et. seq.*), subpoena, or court order.
- 3.10 Monitoring. The Contractor's services and records maintained pursuant to the Agreement shall be subject to monitoring and evaluation by the City. The Contractor shall make all audits, accounting, or financial records, notes and other documents pertinent to this Agreement available to the City representatives, upon request, during normal working hours. Any request to review records must be submitted two (2) days before the review is to occur.
- 3.11 Waiver. Failure by either party to insist, in any case, upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or a relinquishment of any such term, covenant, condition, or provision. No term or condition of this Agreement shall be held to be waived, modified, or deleted except signed writing by the Parties.
- 3.12 No Agency. This Agreement will not be construed as creating or implying any relationship of agency, franchise, partnership, or joint venture between the Parties. No party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose whatsoever.
- 3.13 Choice of Law. This Agreement shall be construed in accordance with and governed by the laws of Illinois.
- 3.14 Service of Process. Each Party hereby (a) consents to service of process in any Action between the Parties arising in whole or in part under or in connection with this Agreement in any manner permitted by state law.
- 3.15 Venue. Any action between the parties arising from this Agreement shall be maintained in the Circuit Court of Kane County, Illinois.



- 3.16 Merger Clause. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof. It is not intended to confer upon any Person other than the parties hereto any rights or remedies. All rights and obligations incurred hereunder by the Parties] shall extend to and be binding upon their respective domestic and international divisions, subsidiaries, other controlled companies, affiliates, and related entities. This Agreement represents the full and complete intentions of the Parties and is considered fully integrated.
- 3.17 Force Majeure. A Party shall not be liable for nonperformance or delay in performance (other than of obligations regarding payment of money or confidentiality) caused by any event reasonably beyond the control of such Party, including but not limited to, wars, hostilities, revolutions, riots, civil commotion, national emergency, strikes, lockouts, epidemics, fire, flood, earthquake, force of nature, explosion, embargo, or any Act of God, or any law, proclamation, regulation, ordinance, or other act or order of any court, government or governmental agency.
- 3.18 Compliance with Anti-Discrimination Rules. In the course of all development, marketing, operation activities and provision of services, the Contractor shall fully comply with all applicable federal, state, local (and any other governmental), anti-discrimination laws, executive orders, rules and regulations.
- 3.19 Severability. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not render the entire Agreement invalid. Rather, the Agreement shall be construed as if not containing the particular invalid or unenforceable provision, and the rights and obligations of each party shall be construed and enforced accordingly.

#### **Section 4. Additional Vendors, Subcontractors or Partners**

- 4.1 The Contractor shall not assign, transfer, or appoint this Agreement or the contracted services herein, and shall not enter into any subcontract for any of the services performed under this Agreement, without the expressed authorization of the City.

#### **Section 5. Insurance.**

- 5.7 Miscellaneous.
- (a) Where notice of loss, damage, occurrence, accident, claim or suit is required under a policy maintained in accordance with this Section, the Contractor shall ensure that the Contractor shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this Agreement (including notice to Commercial General Liability Insurance carriers for events relating to the Contractor and any Vendor's own employees) no later than twenty (20) days after such event. Such notice shall be in substantially the following form and specify that "this notice is being given on behalf of the City and the Contractor as additional insureds as well as the named insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the

named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. The Contractor and any Vendor shall simultaneously send a copy of such notice to the City and to the Contractor.

- (b) The Contractor and any Vendor's failure to maintain any of the insurance required by this Section shall constitute a material breach of this Agreement. Such breach shall not be waived or otherwise excused by any action or inaction by the City or the Contractor at any time. The Contractor shall be responsible for notifying the City of any such failure by the Contractor and any Vendor to maintain any of the insurance required by this Section. Upon such notification, the City and the Contractor shall have no further obligation to honor any invoice submitted by such Contractor and any Vendor.
- (c) Insurance coverage in the minimum amounts required in this Section shall not relieve the Contractor and any Vendor or its sub-Vendors of any liability under this Agreement, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Agreement or law.
- (d) The Contractor and any Vendor waives all rights against the City or the Contractor, including its officials and employees for any damages or losses that are covered under any insurance required under this Section (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Contractor and any Vendor and/or its sub-Vendors in the performance of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement 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: Richard Guzman

Title: Executive Director

Date: 1/30/2020



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By: 

Name:

Title:

Date: 1-12-2020

THE NEIGHBOR PROJECT

By: 

Name: Richard Guzman

Title: Executive Director

Date: 1/15/2020

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CITY OF AURORA

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

THE NEIGHBOR PROJECT

By: 

Name: Richard Guzman

Title: Executive Director

Date: 1/15/2020