

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

THIS AGREEMENT, entered on this _____ day of _____, 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 ("Proposer"), located at _____
Wesley UMC 14 N. May St. Aurora, IL 60506

WHEREAS, the City issued a Request for Proposal ("RFP") on 10-2, 2024 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 _____, the City awarded a contract to Proposer.

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. **Scope of Services.** Proposer shall perform the Services listed in the PROPOSAL, attached hereto as Exhibit 1.

3. **Authorized Partners.** Partners listed by the Proposer in the PROPOSAL (Exhibit 1) are considered to be Authorized Partners. The Proposer remains fully responsible for all work performed by partners. Authorized Partners must comply with all terms, conditions, and requirements of this Contract. The Proposer shall ensure that any Authorized Partners comply with applicable federal, state, and local laws, rules, regulations, and executive orders. The City retains the right to approve or deny any additional partners not included in the PROPOSAL throughout the term of the Contract.

4. **Term.** The contract shall be in place until the terms of the RFP have been met.

5. **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. **Contingency to Authorize Increase.** In the event that weather conditions necessitate operation of the temporary warming center beyond the contractual maximum of 30 days, the City reserves the right to amend the budget as follows:

The Contractor shall provide written notification to the City when 80% of the originally contracted days have been utilized. Upon receipt of such notification, the City shall, within ten (10) business days, determine whether to exercise the option to increase the budget allocation.

Any approved budget increase shall be executed through a written amendment to this Agreement, signed by both parties. The Contractor shall continue to provide detailed invoices for all additional days of operation, itemizing costs as per the original Agreement. The City's obligation to pay for additional days of operation is contingent upon the availability of funds and proper appropriation by the City Council.

c. **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.

6. **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) appropriately 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.

7. **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 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.

8. Miscellaneous Provisions.

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 agreement.

a. 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.

b. 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.

c. 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

By: _____

ATTEST:

City Clerk

FOR _____

By _____

(SEAL)

(CORPORATE SEAL)

(SEAL)

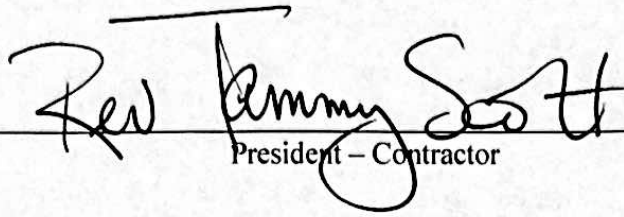
(If a Corporation)

CORPORATE NAME

Wesley United Methodist Church

(SEAL)

By



President – Contractor

ATTEST:



Secretary

(If a Co-Partnership)

Partners doing Business under the organization

Contractor

(If an Individual)

(SEAL)

Contractor

Exhibit 1



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 Emergency Winter Warming Center

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: November 11,, 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 centers becomes critical in our community. This proposal outlines the establishment of a winter warming center to provide safe, warm, and supportive accommodation for individuals experiencing homelessness, especially those who are unable to be housed at Hesed House on nights when

1. The temperature drops below 15 degrees without a windchill or
2. 20 degrees Fahrenheit with windchill and one or more of the following conditions exist:
 - a. Steady precipitation for 60 consecutive minutes
 - b. Snow accumulation of 3 inches or more.

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:

- An emergency warming center will open at Wesley UMC (14 N. May St., Aurora, IL) from 8pm-8am on nights when
 - The temperature drops below 15 degrees without a windchill or
 - 20 degrees Fahrenheit with windchill and one or more of the following conditions exist:
 - Steady precipitation for 60 consecutive minutes
 - Snow accumulation of 3 inches or more.
- Coordination of Services: Wesley UMC will work with other agencies (including but not limited to AID, Hesed House, Judah Robinson Foundation, East Aurora Counseling, Kane County Collaborative Diversion, Aurora Mutual Aid, and Kane County Senior Services) to coordinate services such as case management support.
- Volunteers and Staffing: WUMC commits to recruiting, training, and managing volunteers and staff members to operate and maintain the center. We will collaborate with AID, Hesed House, and the City of Aurora to provide training.
 - At least one paid staff person will be on site from 7:30pm-8:30am.
 - 1-2 Volunteers will be present from 7:30pm-11pm and from 6:30am-8:30am.

- Security: WUMC will contract overnight security (7:30pm-8:30am) with Per-Mar Security who the City of Aurora has used in previous years for warming center security.
 - Budget Management: WUMC will create a comprehensive budget plan outlining the financial requirements of the emergency warming center program. We intend to fundraise, seek grants, and work with local businesses and donors to cover additional expenses.
-

Target Population

The primary beneficiaries of the warming center 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
-

Warming Center Details

Location:

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

Capacity:

30 depending on space that is selected for use

Duration of Operation:

2024-2025 winter based on weather conditions (see above for more details).

Operating Hours:

Proposed hours, 8:00pm-8:00am

The reason for these hours is it recognizes the hours of operation of other warming spaces in the community and provides for a warming center during the hours other spaces are not as readily available.

Operations

WUMC will facilitate and coordinate the emergency warming center. Capacity for the center will be 30 persons each night.

Current social service organizations in Aurora (see below) will work closely with center staff and volunteers to provide comprehensive services and timely referrals to the residents of the winter warming center. 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 center 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 emergency warming center 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 will be present at all times with 1-2 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 with Per-Mar Security 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 (including AID, Hesed House, and the City of Aurora) 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
 - AID
 - Aurora Mutual Aid
 - Culture Stock
 - East Aurora Counseling
 - Hesed House
 - Judah Robinson Foundation
 - Loaves and Fishes
 - 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 center 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)

Entity Hesed House

Address 659 S. River St.

City, State, Zip Aurora, 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 Aurora, IL 60506

Phone Number 630-966-4000

Contact Person Lore Baker

Date of Project ongoing AID/STARS program @ WUMC

Entity *****
Judah Robinson Foundation

Address 223 Spring St.

City, State, Zip Aurora, IL 60505

Phone Number 331-278-7526

Contact Person Dr. Amanda Goldman

Date of Project Winter 2024 - temporary warming shelter

Proposer's Name: Tammy Scott

Signature & Date: TBScott 10-2-24

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPSAL
24-103
Request for Temporary Warming Center

CONTACT INFORMATION

Vendor shall provide the following contact information assigned to service the City of Aurora account.

Customer Service/General Information: Ph: 630-896-1033

To order service:

Name: Rev. Tammy Scott
cell Ph: 630-254-4127 Fax: N/A
E-mail: revtammyscott@gmail.com

Billing & Invoicing question:

Name: Jenny Pawlowski
Ph: 630-896-1033 Fax: N/A
E-mail: jennifer.wumc@gmail.com
-
m
a
i
l
:
Name: _____
Ph: _____ Fax: _____
E-mail: _____

Proposer's Name: TBS
Signature & Date: 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

To: City of Aurora
Purchasing Division
44 E Downer Place
Aurora, Illinois 60507

The following offer is hereby made to the City of Aurora, Aurora, Illinois, hereafter called the Owner.

Submitted By: Wesley UMC

- I. 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._____, No._____. (Vendor to acknowledge addenda here.)

Proposer's Name: Rev. Tammy Scott
Signature & Date: TB Scott 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.

SUBMITTED BY

ORGANIZATION Wesley UMC (Wesley United Methodist Church)
ADDRESS 14 N. May St.
CITY, STATE, ZIP Aurora, IL 60506
PREPARER'S NAME Rev. Tammy Scott
AUTHORIZED SIGNATURE Please Type T Scott Title lead pastor
EMAIL rev tammy scott @ gmail.com
PHONE # (630) 896-1033 FAX # () 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)

Signature of Proposer T. Scott (SEAL)

Organization Address 14 N. May St.
Aurora, IL 60506

(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) _____

Officers (Treasurer) _____

ATTEST:

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

Exhibit 2

Item	Per Unit/Hourly Cost	# needed	Per Night	Total Cost for 30 Nights	Description
Staff	\$30/Hour	14 hours per night	\$420	\$12,600	2 shifts: 7:30pm-2am & 1:30am-8am
Church Space	\$150	1	\$150	\$4,500	cover additional electric, gas, and cleaning supply costs
Unarmed Security	\$65	14	\$910	\$27,300	Quote from Per-Mar Security on 10/31/24
Air purifier	\$150	2		\$300	
			\$1,480	\$44,700	TOTAL