

**AGREEMENT FOR PROVISION OF SERVICES AT THE CITY OF
AURORA'S FINANCIAL EMPOWERMENT CENTER**

This Agreement (the "**Agreement**") entered into this ____ day of _____, 2024, (the "Effective Date") is by and between the City of Aurora, an Illinois home-rule municipality, (hereinafter the "**City**"), and The Neighbor Project, an Illinois not-for-profit corporation (hereinafter the "**Contractor**"), hereinafter together referred to as "the Parties."

WHEREAS, since January 15, 2020, the City has successfully partnered with the Contractor for its provision of financial coaching services at the City's Financial Empowerment Center ("FEC") located at 712 S. River Street, Aurora, Illinois;

WHEREAS, the current contract between the Parties is set to expire by its terms on December 31 of 2024;

WHEREAS, the Cities for Financial Empowerment Fund ("CFE") provided a match grant to launch the Aurora Financial Empowerment Center at the FEC in 2019, and this partnership exceeded the expectations and grant requirements of CFE to provide City residents a free financial coaching and financial literacy 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, Contractor wishes to continue to provide one-on-one financial coaching free of charge for participating residents of the greater Aurora region ("Clients") through the Aurora Financial Empowerment Center program at the FEC which shall be performed on-site at the FEC by the Contractor, and at other locations approved by the City, and made available virtually to clients to improve accessibility for clients, as approved by the City and agreed upon by the Parties;

WHEREAS, the City wishes to enter into this Agreement with the Contractor for the continued provision of FEC services in partnership with the City as set forth herein.

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

Section 1. Term.

- 1.1 The term of this Agreement will commence as of January 1, 2025 and shall continue through December 31, 2025 (the “Original Term”), unless terminated sooner as provided in Section 3 herein. This Agreement shall have an option to renew for up to two (2) years (which shall start January 1, 2026 and end December 31 of 2026 and start January 1, 2027 and end December 31, 2027) (the “Renewal Terms”), upon the same terms and conditions as set forth in this Agreement, unless either Party provides the other Party written notice of an intention not to renew, which shall be provided to the other Party not less than 120 days prior to expiration. Provided, however, the option to renew is subject to City Budget appropriation and necessary approval as may be required internally by the City.

Section 2. General Provisions.

- 2.1 Scope of Work; Location. Contractor agrees to perform the services (“the Services”) in accordance with the Scope of Work (see Exhibit “A” attached hereto); the Financial Empowerment Center Model (see Exhibit “B” attached hereto); and to secure and measure deliverables and outcomes as set forth in Exhibit “C” attached hereto, Deliverable and Outcome Documentation and Verification for the duration of the term set forth herein and for any Renewal Term. The Services provided by Contractor, through its licensed and qualified financial coaches (“Coaches”) shall be provided at no charge to participating residents of the greater Aurora region (“Clients”). One-on-one coaching sessions shall be performed primarily on-site at the FEC, or alternatively, at secondary locations to be approved by the City’s Chief Management Officer or designee in advance. However, one-on-one coaching sessions may also be provided virtually so long as the request accommodates a specific client request. The Scope of Work as specified in Exhibit “A” may be amended from time to time by the Parties in writing.
- 2.2 Compensation. The City agrees to pay and the Contractor agrees to accept as full payment for the satisfactory completion of the Services and conveyance of the deliverables described hereunder an amount not to exceed \$201,845.04 (the “Original Term Fee” or the “Contract Amount”), which shall constitute the maximum amount to be provided to the Contractor by the City for all of Contractor’s obligations rendered under this Agreement in accordance with the terms hereof. The fees for the Services includes all labor, overhead, profit and expenses (such as out-of-pocket, general, administrative, approved travel and Contractor’s per diem expenses.)
- 2.3 Renewal Term Compensation. If renewed pursuant to Section 1.1, compensation for the Renewal Term shall not exceed \$207,900.39 for January 1 through December 31, 2026; or \$214,137.40 for January 1, 2027 through December 31, 2027 (the “Renewal Term Fee” or “Contract Amount”), upon and for the same terms and conditions as set forth in this Agreement, and said amounts shall constitute the maximum amount to be provided to the Contractor by the City for all of Contractor’s obligations in accordance with the terms hereof.

- 2.3.1 Compensation Firm. The maximum compensation of the City is not subject to escalation except upon mutual agreement to add an additional staffing as deliverables and outcomes justify and funding allows. The Contract Amount is otherwise 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 and approved by Council.
- 2.4 Payment Methodology. The Contractor shall be compensated for actual, allowable costs, not to exceed the Contract Amount. All invoices and supporting documentation shall be submitted monthly. Services shall be substantiated with a detailed and itemized daily job timekeeping records and/or other substantiation, for each of Contractor's employees, subject to approval by the Innovation Division or designee. Compensation is calculated by multiplying the applicable rate per hour by the total number of hours, with a maximum number of hours per year per position, prorated monthly, as set forth in Schedule A, attached hereto and incorporated herein. Contractor shall be paid by the City according to the terms of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*). All invoices and any supporting documentation shall be sent via email as requested by the City to the Director of the Innovation & Strategy Division, City of Aurora. Failure by Contractor to timely submit all invoices and supporting documentation pursuant to Section 2.4.1 and Section 2.4.2 may be deemed a breach of this Agreement.
- 2.5 Expenditure Report. The Contractor shall submit an annual 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 get approval from the City for the expense prior to incurring costs and 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.
- 2.11 Contractor's Cooperation. Contractor will cooperate with the City to sign any and all required documentation to implement this Agreement, including, but not limited to, execution of leases and liability waivers.
- 2.12 Contractor's Status. Contractor understands and acknowledges that Contractor is engaging in this activity voluntarily, at Contractor's own request and risk, and that Contractor is not a City of Aurora employee, agent, official, officer, representative and is not entitled to any compensation not specified herein, any benefit or insurance coverage from the City, nor will Contractor claim any from the City.

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 City procedures and signed by all Parties and their signatories hereto. The Mayor is authorized to execute any renewals, contracts, amendments, amended Scope of Services, or other documents relating to the terms contained herein so long as any such documents are consistent with the mission and purpose of the FEC.
- 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. Upon such termination, the Contractor must immediately vacate any physical space it occupies pursuant to this Agreement, including removal of all personal property and equipment belonging to Contractor.

- 3.4 Termination Without Cause. Either party may terminate this Agreement without cause at any time upon 180 days advance written notice to the other party. Should the City terminate this Agreement, the Contractor shall be paid for services satisfactorily rendered up to the termination date. Upon such termination, the Contractor must vacate any physical space it occupies pursuant to this Agreement, including removal of all personal property and equipment belonging to Contractor by the termination date.
- 3.5 Lack of Funding. It is the intention of the City to continue to allocate and/or seek the necessary funding to sustain the work of the FEC contemplated within this Agreement. However, should funding for this Agreement be discontinued, the City shall have the right to terminate the contract 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 preformed 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 Service 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 Public Records. All reports, information or data furnished to or to be prepared or assembled under this Agreement, that are not deemed “public records” as defined by state law, are to be held confidential. As a public body, the records of the City that pertain to the transaction of public business are subject to disclosure to the public under the Illinois Freedom of Information Act (5 ILCS 140/1, *et. seq.*). The City may also be required to disclose records pursuant to a subpoena or court order. Contractor agrees to cooperate with the City in the event a FOIA request is received for records which may be in Contractor’s possession but subject to FOIA. If such a FOIA request is received, Contractor will provide the necessary records to the City within two (2) business days of the City’s request to Contractor for same.

- 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 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 filed and heard 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 or entity 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), antidiscrimination 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.
- 3.20 FEC Fundraising. Contractor will serve as lead on fundraising efforts with support and collaboration from the City's FEC Program Manager.
- 3.20.1 Grants. Contractor and the City's FEC Program Manager will be responsible for identifying funding opportunities to support and strengthen the provision of FEC services. In the event Contractor and City agree to pursue a grant opportunity, Contractor and the City's FEC Program Manager shall collaborate prior to submittal. In the event Contractor secures funds from grants, Contractor shall notify the City within fourteen (14) days and include all documentation from the source of the grant, including but not limited to documentation of the award, the amount(s) of the payment(s), the name or entity of organization providing the payment, stipulations, and any other information deemed relevant. The grant will be deposited directly with the City's fiscal agent, currently the Community Foundation of the Fox River Valley. If the grant funds are provided to Contractor, within one (1) week of receipt, Contractor shall deposit 100% of the funds with the City's fiscal agent, currently the Community Foundation of the Fox River Valley and provide proof to the City of said deposit. If the Contractor applies for funds that support multiple programs including the FEC, Contractor and the City's FEC Program Manager shall collaborate prior to submittal and agree upon an appropriate portion of the funds to be dedicated to the FEC should the funds be awarded. The aforementioned process for documenting and reporting on the receipt of an award shall be followed, and the agreed upon portion shall be deposited with the City's fiscal agent.
- 3.21 Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be addressed to the appropriate Party at the address specified below and shall be deemed to have been given for all purposes (a) when received, if hand-delivered or sent by a reputable international courier service, or (b) five (5) business days after mailing, if mailed by first class certified or registered mail, postage prepaid, return receipt requested.

To:

City of Aurora:

Chief Community Services Officer
44 E. Downer Place
Aurora, IL 60507
Telephone: 630-256-

3410 With a copy to:

Attn: Legal Department
44 E. Downer Place
Aurora, IL 60507
Telephone: 630-256-3060
Email: lawdept@aurora.il.us

Attn: Chief of Staff
City of Aurora Mayor's Office
44 E. Downer Place
Aurora, IL 60507
Telephone: 630-256-3000
Email: mayorsoffice@aurora.il.us

Contractor:

Richard Guzman
Executive Director
32 S. Broadway, Aurora, IL 60505
Telephone: 630-906-9400
Email:
rick@neighborproject.us

Section 4. Additional Vendors, Subcontractors or Partners.

4.1 The Contractor shall not assign, transfer, or appoint this Agreement or the contracted services herein to any third party, and shall not subcontract or delegate to any third party any of the Services performed or obligated under this Agreement, without the prior written authorization of the City. Any and all approved subcontractors or vendors must comply with all requirements of Section 5 below.

Section 5. Indemnification and Insurance.

- 5.1 Insurance. The Contractor shall provide to the City evidence that it has obtained and maintains the insurance coverages set forth in Exhibit E. 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.

- 5.2 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, and Contractor’s presence on City-owned property. Further, Contractor hereby agrees and acknowledges that it may have access and security clearance to City-owned property, which is entirely bestowed for their convenience and accommodation, and is done so at its own risk.

- 5.3 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.

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: _____
Title: _____

Date: _____

SCHEDULE A

Hourly rate of Contractor's employees:

| POSITION | MAXIMUM TOTAL BILLED | 2025 HOURLY RATE | 2026 HOURLY RATE | 2027 HOURLY RATE |
|-----------------|-------------------------------------|---------------------------------|---------------------------------|---------------------------------|
| Manager | 1,950 | \$33.33 | \$34.33 | \$35.36 |
| Coach | 2,925* | \$28.21 | \$29.06 | \$29.93 |
| Admin Asst. | 975 | \$23.77 | \$24.48 | \$25.21 |

* Total based on equivalent of 1.5 FTE; maximum billed amount to be calculated as cumulative total, not per position

FEC 2025 Annual Budget

Financial Counseling Provider: The Neighbor Project (TNP)

| Financial Counseling Provider | | | | |
|--|------------------------|---------------------|----------------------|---|
| <i>Personnel</i> | Overall Expense | TNP Contribution | COA Contribution | Notes |
| FEC Manager | \$ 65,000.00 | \$ - | \$ 65,000.00 | Full time Manager to oversee the counselors, admin, & outreach coordinator |
| Financial Counselor wages | \$ 82,514.25 | \$ 33,005.70 | \$ 49,508.55 | Based on the equivalent of 1.5 FTE FEC Counselors (2,925 hrs) at an hourly rate of \$28.21 |
| Assistant Admin | \$ 23,175.00 | \$ - | \$ 23,175.00 | 0.5 FTE Position |
| Fringe Benefits (payroll taxes + healthcare, etc.) | \$ 38,498.30 | \$ 15,399.32 | \$ 23,098.98 | Based on projected "opt-in" health care options |
| <i>Other than Personnel Services</i> | | | | |
| Professional Development | \$ 8,000.00 | \$ 3,200.00 | \$ 4,800.00 | FEC manager will receive \$3,000 Each (2) Counselor receives \$2,000 Assist. Admin receives \$1000 |
| & Software/tech costs (Office 365, Zoom, Cell phones, Language Line) | \$ 3,500.00 | \$ 1,000.00 | \$ 2,500.00 | Language Line Paid for by TNP. Estimated to be \$1000 |
| Onsite Supplies | \$ 1,500.00 | | \$ 1,500.00 | Includes office supplies and specific furniture needs not included at 712 S. River St. Office Space location. |
| Credit Report Pulls | \$ 5,000.00 | | \$ 5,000.00 | |
| SUBTOTAL | \$ 227,187.55 | \$ 52,605.02 | \$ 174,582.53 | |
| Indirect Costs | \$ 27,262.51 | | \$ 27,262.51 | 12% admin fee |
| TOTAL | \$ 254,450.06 | \$ 52,605.02 | \$ 201,845.04 | |

Exhibit List

Exhibit A: Scope of Work (“the Services”)

Exhibit B: Financial Empowerment Center Model

Exhibit C: Deliverables and Outcomes Reporting

Exhibit D: Insurance Requirements

EXHIBIT A

SCOPE OF WORK

The Contractor shall hire, train, and retain staff, and secure additional coaching sites in collaboration with the City and provide day-to-day management (the "Services") in accordance with the following terms and conditions:

I. CONTRACTOR'S SCOPE OF WORK

1. Implement the FEC initiative in accordance with the model requirements, including but not limited to, free one-on-one coaching, family financial literacy, integration with a range of services, financial coach training, and data collection to manage the work.
 - a. Conduct an appropriate amount of sessions per full-time coach, based generally upon the model established between the City and Contractor and as determined annually between the City and the Contractor. Additional coaches shall not be hired unless or until existing full-time coaches are conducting a minimum of 3 sessions per day on average over a six-month period. (Or unless the City determines that outside programmatic funding necessitates additional staffing.)
 - b. Achieve an appropriate number of outcomes per coach, based generally upon the model established between the City and Contractor and determined annually between the City and the Contractor (See Exhibit C for more details on deliverable and outcome achievement.)
 - c. Work with the City of Aurora to develop additional programming and appropriate levels and prioritization of duties, as mutually agreed, but ultimately specified by the City.

2. Identify a Manager or equivalent who will oversee the delivery of the financial coaching, coaching and programming, serve as the main contact person between the Contractor and the City. This position shall be split 50/50 between Managing responsibilities and Financial Coaching.
 - a. Supervise and support service delivery, including monitoring efforts and troubleshooting.
 - b. Monitor the work of the Financial Coaches, including but not limited to service delivery, coach training, and Code of Ethics adherence, data entry and progress towards target goals.
 - c. Update the City on all organizational staffing matters that could impact the FEC initiative.
 - d. Support all development efforts to ensure FEC coaches are deployed effectively, including working closely with the FEC Program Manager to identify, develop and maintain such relationships, and monitor progress.

- e. Participate in regular meetings with the City, and the CFE, to review progress on goals, identify additional innovations and opportunities, and to make modifications to service delivery, as needed.
 - f. Use the Financial Empowerment Center database (“FECBOT”) and other databases identified by the City to monitor efforts and create and share reports.
 - g. Participate in all trainings, including training on the model, database, and any continuing education sessions.
 - h. Participate in all learning community activities, along with other FEC staff members when applicable, including sharing accomplishments, best practices and lessons learned with the broader field. Such activities could include:
 - (i) Attendance at national gatherings hosted by the CFE.
 - (ii) Participation in ad-hoc webinars or conference calls.
 - i. Attend events as needed and approved by the City.
3. Identify Financial Coaches to provide free one-on-one Financial Coaching and support additional programming.
- a. Participate in all required training (up to 150 hours) as directed by Manager in coordination with City’s FEC Program Manager.
 - b. Complete case management tasks including: in-person and virtual (at request of client) sessions, client research, data intake, and updating of service plans.
 - c. Participate in the preparation and presentation of workshops as requested and required by Manager in coordination with City’s FEC Program Manager.
 - d. Complete additional tasks as assigned by Manager and agreed upon between Manager and City’s FEC Program Manager including, but not limited to: developing content for marketing, assisting with outreach, and management of distribution lists.
 - e. Attend events as needed and approved by the City.
4. Identify an Administrative Assistant (0.50 FTE) who will support the financial coaches and program manager in delivering FEC services to clients.
- a. Facilitate client intake by contacting the client and entering appropriate data into FECBOT.
 - b. Assign clients appropriately to FEC coaches.
 - c. Manage referral services by appropriately identifying where referrals are coming from and documenting feedback appropriately.
 - d. Participate in trainings (up to 30 hours) related to FECBOT and other databases used when appropriate.
 - e. Perform a variety of administrative duties for the FEC Manager.
 - f. Assist in preparing, organizing, and submitting paperwork to the City of Aurora related to outcomes, grants, programs, and/or payroll.
 - g. Attend events as needed and approved by the City.

5. Ensure that the Financial Empowerment Center service is delivered effectively and follows the model requirements provided by the City and based on the Financial Empowerment Center Model (the Model).
 - a. Work closely with the City on day-to-day operations, reporting needs, external collaboration development, and coach supervision.
 - b. Contractor shall ensure the number of coaches meets the capacity of the number of client sessions as set forth in Paragraph 1a. above. At no time shall the FTE coaches or administrative assistant be considered employees, volunteers, or agents of the City.
 - (i) Notify the City of all staffing matters, including the hiring of financial coaches, 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 coaches should have a minimum of two years of work experience, with some background in finance, financial education, 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 Coaches 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 coaches 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 coaches have completed all the required trainings, specifically coach certificates and signed code of ethics forms.
 - c. Ensure each client understands and signs the Client Waiver form and must ensure that client data is only shared with the consent of the individual client, following the stipulations in the Client Waiver.
 - d. Ensure each client understands and signs a proof of income form.
 - e. Ensure that no material changes to operations are made without the prior approval and consent of the City including change in hours of operation, staffing, external collaborations and locations.
 - (i) It is the sole responsibility of the Contractor to address any issues (personnel or otherwise) that affect the operations of the FEC during this contract period and come to a resolution with the City.
 - f. Develop and implement an effective deployment strategy, including hours of operation, for coaches based on client needs, City priorities, geographic needs, target population, external collaboration opportunities or other needs.
 - (i) Ensure that each coach, regardless of where he/she is placed, will conduct the coaching in a private or semi-private area to allow for coach-client information and conversations to be held confidentially.

Coaching spaces should be equipped with standard, modern technological

capabilities (including computer equipment, multi-line telephone and voicemail, high speed internet access and access to printing, faxing, shredding, and reproduction equipment). Although spaces differ, each site should be able to accommodate approximately 150 square feet of private coaching space per coach, plus an additional 300-500 square feet of meeting and waiting room space (to be shared).

- (ii) One-on-one coaching sessions shall be performed primarily on-site at the FEC, or alternatively, at secondary locations to be approved by the City's Chief Management Officer in advance. However, one-on-one coaching sessions may also be provided virtually so long as the request accommodates a specific client request. All locations must be compliant with the Americans with Disabilities (ADA) Act. Facilities for all sites, including satellite sites, will be made available for at least one day per week.
 - (iii) Deliver coaching on days and at hours that, upon consultation with the City, are determined to meet the needs of clients. The Contractor is expected to make some evening and weekend hours available. The Contractor shall make coaching available on a full-time basis with hours of operation at each location subject to review and approval by the City.
 - (iv) Ensure that the FEC database is used for data collection and reporting; and that data security and client confidentiality protocols are in place.
 - (v) The Contractor shall agree to participate in additional monitoring and evaluation activities, including, but not limited to, site visits, surveys, interviews, focus groups organization, administrative records review, and other data collection and evaluation strategies, as shall be required by the City. The City will make best efforts to provide a minimum 7 days' notice.
 - (vi) The Contractor shall not enter into any agreement for evaluation of the FEC services or clients without prior consent and approval by the City.
 - (vii) If the Contractor has existing financial coaching programs, the Contractor and the City shall develop a plan to ensure that the FEC work is distinct from such programs and is tailored specifically to the needs of the FEC.
6. Support efforts to identify, secure and manage programmatic external collaboration opportunities (integrations).
- a. Continue the FEC with a minimum of eight external collaboration opportunities per year that cover the following approaches:
 - (i) Referral: Case manager directs client to an FEC coach, or the referral is embedded within the program.
 - (ii) Co-Location: FEC coach is on site at the organization.
 - (iii) Coordinated Case Management: FEC coach is on site, the financial coaching is part of the service delivery and there is sharing of key data points.
 - b. Continue to identify programmatic external collaboration opportunities within a range of services and locations, including within nonprofit services or private companies.

- (i) The City will serve as the lead on any external collaboration agreements (if applicable).
 - c. Work with the City to assess external collaboration opportunities, ensuring effectiveness and impact.
- 7. Adhere to FEC marketing protocols, including City communications guidelines.
 - a. Prominently display marketing materials for the FEC at coaching locations.
 - (i) On any communications pieces related to the FEC, the City logo and financial coaching provider logo are always included with the FEC logo.
 - b. Conduct local outreach about the FEC to raise awareness and generate demand for the services (provided in coordination with the City).
 - c. Refer all media queries and media interviews to the City or the City designated agent.
 - d. Contractor, any employees, servant or agents must obtain written approval from the City or the City designate agent before making any statement to the press, public announcement, or issuing any material for publication through any medium of communication bearing on the work performed or data collected under this Agreement. This includes any time before, during or after completion or termination of this Agreement.
 - e. Support the City in collecting client stories for press inquiries, reports and other evaluation purposes. When applicable, facilitate outreach to clients for permissions and to coordinate press events.

II. OWNERSHIP

1. If at any time this agreement is terminated, the CFE will be the owner of all data collected in the database and will retain a full copy of historical data collected during the period that this contract was in force for a period of 6 years. The CFE, in its sole and absolute discretion, may choose to make the data available to the City, and its Financial Coaching Provider if applicable, for its use.
2. The CFE, in its sole and absolute discretion, may choose to allow the City, and its Financial Coaching Provider if applicable, to continue using the CFE's database. Licensing fees and any other fees associated with use of the software will be the responsibility of the City.

III. FEC DATABASE (FECBOT) AND EXPERIAN CONNECTIVITY

1. For the term of the Contract, Contractor will use the CFE's FEC database, FECBOT.
2. Ensure that weekly session and client data is entered into the database before 5 p.m. the Wednesday of the following week. FEC staff members must notify the City of any barriers in reaching weekly deadline.
3. Ensure that all FEC staff members maintain rigorous client confidentiality when using

FECBOT and Experian, and follow data collection protocols to ensure client confidentiality:

- a. Maintain the confidentiality of all written and electronic client information and data; as well as the configuration of FECBOT and terms and prices of the Experian credit reports
- b. Ensure that computer equipment, the FECBOT database, and any other data collection tools will not be used by anyone other than Financial Empowerment Center-trained and approved Financial Coaches, City and Program Managers and a limited number of support staff; and will not be used outside of the parameters of the Financial Empowerment Centers or Contractor's other office locations.
- c. Keep all data within a secure limited-access network, maintained by FECBOT through Salesforce, and through Experian. Client data should not be downloaded to hard drives of individual computers or to portable storage devices.
- d. Ensure each client understands and signs a Client Waiver form approved by the City and created by the CFE. Contractor must ensure that client data is only shared with the consent of the individual client, following the stipulations in the Client Waiver. Ensure that all paper documents with personally identifiable information will be stored in locked file cabinets with access limited to Financial Empowerment Center staff. Financial coaching records, including sensitive financial information must be kept in a locked drawer/cabinet separate from other Contractor client information. Any old, duplicative, or unnecessary documents containing personally identifiable information shall be shredded using a cross-cut paper shredder. Personally identifiable information includes, but is not limited to, social security numbers, full names, telephone numbers, addresses, email addresses, dates of birth, and financial account numbers.
- e. Use standard database security practices when accessing FECBOT and the Experian portal, which include: using strong passwords (combinations of letters, numbers, and special characters) to limit access; changing passwords at least quarterly; and not sharing passwords with other employees or by storing passwords where others may access them.
- f. Limit the ability of non-Financial Empowerment Center staff members to view data by locking, turning off or logging out of computer systems when not in use. This shall include setting security systems to automatically lock with a screen saver at frequent intervals, not more than ten minutes.
- g. Protect computers and other network devices that can be used to access Client data with anti-virus and anti-spyware malware protection software, a firewall, and timely installation of Windows "patches."

IV. PERFORMANCE EVALUATIONS.

1. Contractor to be evaluated through performance evaluations utilizing the criteria as set forth in this Exhibit "A", Exhibit "B", the Financial Empowerment Center Model, and Exhibit "C", Outcome Documentation and Verification.

EXHIBIT B

FINANCIAL EMPOWERMENT CENTER MODEL

Please note that this provides a broad overview of the model. During the course of engagement, the City will be providing further details on all components of the model.

Model:

- One-on-one financial coaching from trained professionals
- Offered by local government, delivered through nonprofit organization partner, as a free public service
- Data systematically tracked, including defined client outcomes
- Coaching connected to a range of local government and nonprofit service delivery systems
- Prioritizes sustainability efforts to become a sustained, publicly funded service
- Incorporates a comprehensive range of services to address the financial health of low- and moderate-income residents, including workshops, public benefits application assistance, children's savings account incentive programming, and additional services as determined by the City

Operations:

- Program management is led and overseen by the City.
- Service provision is conducted by a qualified nonprofit partner.
- Counselors conduct financial triage with clients to determine the nature of their financial situation, set goals, and establish a specific plan of action with each client focused in five primary areas: public benefits access, banking, savings, debt, and credit.
- FEC Manager is a full time, salaried position; Financial Counselors bill hourly for sessions and workshops worked; Intake Coordinator/Administrative Assistant is part time; and Community Outreach Coordinator is stipend-paid to attend events only to market the FEC and its programs.
- Client retention is encouraged to improve outcomes.
- All counselors must take and pass a City-approved training.

The Financial Coaching Session

One-on-one financial coaching and coaching represents a mix of goal setting and light case management in a direct service provision role, as well as deep technical knowledge of financial issues and the ability to advise people on their financial and personal goals in the areas of public benefits access, banking, savings, debt, and credit. One-on-one coaching, either in person or remotely, is conducted or tracked with the goal of clients achieving meaningful, defined financial outcomes. A financial coaching session is a confidential, private meeting between an FEC counselor and individual (or household) lasting a minimum of 30 minutes. Sessions are typically in person, but remote (i.e. phone, video) sessions are also permitted as follow-up sessions provided they meet the 30-minute requirement and are scheduled to accommodate a request of the client to meet remotely

The initial coaching session consists of a comprehensive financial health assessment, where counselors conduct triage to determine the full nature of the client's financial situation, support the client in setting goals, determine eligibility for certain public benefits, and establish a specific client-led action plan to apply for eligible benefits, manage their finances, pay down debt, increase savings, establish and build credit, and access safe and affordable mainstream banking products. Retention, or returning for more than one session, is critical; clients are more likely to achieve outcomes if they

participate in multiple coaching sessions. Throughout the process, counselors advise clients, and track progress towards outcomes aimed at enhancing financial stability.

Partnership Structure

The FEC is a partnership between The City and a community-based organization, with critical and distinct roles for each partner.

The City of Aurora plays a central role of directing and managing the initiative, its programming and partnerships. The City ensures quality and consistency of service delivery by establishing protocols for monitoring and evaluation, using public channels for marketing and promotion of services, and supporting integration of service delivery within other public programs, local government access points, and community partners.

Financial Coaching Provider recruits, hires and supervises the FEC counselors. They are responsible for all data collection and regular reporting to the City. They support public marketing efforts by participating in outreach events and presentations as approved and requested by the City. In addition, the nonprofit provider maintains relationships with other community partners hosting counselors (co-locations), referral partners, and other outreach and community efforts.

Programmatic Partners are crucial to integrating the FEC services into the service streams of local government and nonprofit agencies, especially those serving people with low and moderate incomes. At their best, these partnerships deeply embed financial coaching into local government and nonprofit programs and advance those programs' goals. Potential complementary program linkages could include homeownership assistance, homeless prevention, foreclosure prevention, workforce development, asset building, financial access, domestic violence prevention, or other social services.

Philanthropic Partners play a key role in both the sustainability and enhancement opportunities of the FEC. Funder engagement in the FEC stems from a range of interests, including geographic footprints, programmatic priorities, innovation opportunities, and issue-based giving. Funders offer opportunities to enhance the Model with targeted pilots, while also providing support to complement the public funding.

Data Collection and Reporting

Data collection and reporting are essential to the success of the FEC, used to improve service delivery, track outcomes, and further programmatic and budgetary sustainability efforts. The Financial Coaching Provider will be required to utilize the FEC data system to provide regular reports to the City.

Learning Community

The Financial Coaching Provider will have access to regular learning and training opportunities designated and approved by the City.

EXHIBIT C

DELIVERABLES AND OUTCOMES REPORTING

| REPORT | DUE |
|-------------------|--|
| Basic Data Report | Monthly – to be submitted with January, February, April, May, July, August, October, and November invoices |
| Quarterly Report | To be submitted with March, June, September, and December invoices |
| Annual Report | To be submitted with December invoice |

Basic Data Report:

The Basic Data Report shall include the following (1-month inclusive):

1. Number of appointments scheduled, broken out by coach
2. Number of appointments held, broken out by coach
3. Number and type of Outcomes (as measured by CFE) achieved, broken out by coach
4. Number of clients who achieved at least one Outcome, broken out by coach
5. Professional development and training attended
6. Additional programming supported (include type, dates, time)

Quarterly Report:

The Quarterly Report shall include the following (3-months inclusive):

1. Number of appointments scheduled, broken out by coach
2. Number of appointments held, broken out by coach
3. Number and type of Outcomes (as measured by CFE) achieved, broken out by coach
4. Number of clients who achieved at least one Outcome, broken out by coach
5. Professional development and training attended
6. Additional programming supported (include type, dates, time)
7. Breakdown of virtual vs in-person appointments, both scheduled and kept
8. Breakdown of in-person location of appointments to include co-locations
9. Sources of referral for new clients

Annual Report:

The Annual Report shall include the following metrics (12-months inclusive):

1. Number of appointments scheduled, broken out by coach
2. Number of appointments held, broken out by coach
3. Number and type of Outcomes (as measured by CFE) achieved, broken out by coach
4. Number of clients who achieved at least one Outcome, broken out by coach
5. Breakdown of virtual vs in-person appointments, both scheduled and kept
6. Breakdown of in-person location of appointments to include co-locations
7. Sources of referral for new clients
8. Financial institutions clients were referred to, broken out by number of referrals.
9. Narrative summary of performance, operations, integrations, staffing and professional development, funding and sustainability, budget, and next steps. This portion shall be completed in collaboration with the City's FEC Program Manager.

EXHIBIT D

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 \$2,000,000 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 and indicate said status on any Certificates of Insurance provided to the City pursuant to this project. The Contractor shall pay all insurance premiums without cost to the City.