

month period. Such report shall indicate the name, title and salary of each such employee, the department or agency in which the title appears, the department or agency to which the employee is assigned, and a description of the duties being performed under the assignment. This provision shall not apply to work performed by one department or agency for another pursuant to contract. The first report shall be presented on April 20, 2019, and shall cover the period beginning January 1, 2019.

SECTION 7. The Commissioner of Human Resources shall prepare and present to the City Council on the twentieth day of each month a written report of all vacancies occurring during the preceding month due to resignation, retirement, death, layoff, promotion, demotion, discharge, or termination. The report shall be submitted on a form to be prepared by the Commissioner of Human Resources. The Commissioner of Human Resources shall prepare and present to the City Council monthly reports on all City employees hired during the preceding quarter.

The Budget Director shall prepare and present to the City Council on the twentieth day of each month, or post online on a monthly basis, a report of the overtime compensation paid to employees during the preceding month, on a form to be prepared by the Committee on the Budget and Government Operations.

SECTION 8. Grant applications, expenditures of grant funds, and all other aspects of the grant process described in this section shall be carried out in adherence to City-wide policies and procedures established and administered by the Office of Budget and Management in consultation with the Department of Finance, pursuant to the Mayor's direction, and shall further be subject to the limitations of this section. These mandatory policies and procedures shall govern all city grants, including those authorized under any municipal code provision or uncodified ordinance.

Subject to such policies and procedures, the Mayor and the heads of the various departments and agencies of the City Government are authorized to apply for grants from governmental and private grantors. With respect to such grants, and also with respect to city funds appropriated for grants to third parties, the Mayor and the heads of the various departments and agencies are authorized to execute grant and subgrant agreements and amendments thereto to effectuate the purposes of such grants and appropriations; to indemnify the grantor with respect to the performance of the grant, subject to the approval of the Corporation Counsel; and to execute such documents, and provide such additional information, assurances and certifications as are necessary, in connection with any of the foregoing, all subject to the foregoing mandatory Office of Budget and Management policies and procedures.

To the extent that revenue of a grant is not described in the appropriation from Fund 925—Grant Funds, or that an amendment increases the budget of a project beyond the appropriation described hereinafter, no expenditure of such grant revenues shall be made without prior approval of the City Council.

**2019 INTERGOVERNMENTAL AGREEMENT
FOR SAFE HAVEN AFTER SCHOOL, SPRING BREAK
AND SUMMER BREAK PROGRAMS**

This 2019 Intergovernmental Agreement for Safe Haven After School, Spring Break and Summer Break Programs (the "Agreement") is entered into on August 27, 2019 but is deemed effective as of the January 1, 2019 (the "Effective Date") by and between and the **CITY OF CHICAGO**, a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Family and Support Services (hereinafter referred to as "DFSS"), and the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate, commonly known as the Chicago Public Schools (hereinafter referred to as the "Board" and "CPS").

RECITALS

WHEREAS, DFSS provides various family supportive service programs for residents of the City of Chicago; and

WHEREAS, the CPS is the third largest school district in the United States and provides public schooling to the residents of the City of Chicago; and

WHEREAS, CPS enters into agreements with third party vendors ("Subcontractors") to provide safe haven sites and services for elementary and high school students residing in targeted communities in the city during the following designated time periods throughout each school year:

- Safe Haven - After School Program,
- Safe Haven - Spring Break Program,
- Safe Haven - Summer Break Program; and

WHEREAS, DFSS desires to assist CPS by providing funds to expand the sites for the Safe Haven After School Programs, Spring Break Programs and Summer Break Programs for 2019 (all of which shall be referred to collectively as "Programs"); and

WHEREAS, DFSS and CPS desire to enter into this Agreement to permit CPS to implement the Programs, as set forth in Section 2.01.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, DFSS and the CPS do hereby agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2 CPS's DUTIES AND RESPONSIBILITIES

Section 2.01 Scope of Services

The services that CPS shall provide under this Agreement are those described in Exhibit A for the provision of the Programs (collectively, the "Services"). Upon mutual written agreement of the Parties, Exhibit A hereto may be amended or replaced in the event the list of vendors and Site information for the After School 2019 Program running October 7, 2019 – December 20, 2019 and for the Summer Break 2019 Program change.

CPS shall provide the Services in accordance with the standards and performance set forth in Section 2.02.

The parties acknowledge that some of the Services will be provided through Subcontractors that are religious organizations. CPS warrants that:

- it will prohibit such religious organizations from engaging in any inherently religious activities, such as worship, religious instruction, or proselytization, as part of or while carrying out the funded Programs or Services, and
- to the extent that such religious organizations do engage in inherently religious activities, such as worship, religious instruction, or proselytization, it will ensure that such activities will always be conducted separately, in time or location, from the funded Programs or Services.

CPS covenants that no individual-level or personally-identifiable information or data shall be provided by CPS or any of its Subcontractors to DFSS in connection with this Agreement or the performance of the Services.

Section 2.02 Performance Standards

CPS shall perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by an entity performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. CPS shall at all times use its best efforts to assure quality, timeliness, efficiency and creativity in rendering and completing the Services. CPS agrees that performing the Services in a satisfactory manner includes quickly responding to DFSS' needs when those needs are clearly conveyed in writing to CPS in a timely and appropriate manner.

Section 2.03 Ownership of Documents, Records and Reports

- A. All Board Confidential Information, as described in Section 2.05 below, is and shall remain the property of the Board. In accordance with federal and state student privacy laws, the Board shall provide a final report to DFSS using aggregate student data about the Programs including, but not limited to: number of youth served, aggregate hours of Services provided to youth, locations of programming, and outcomes of the Programs. During the performance of the Services, CPS shall be responsible for any loss or damage to such report while in CPS's possession and shall restore the lost or damaged report at CPS's sole cost and expense.

- B. CPS shall maintain all books, records, documents, and adopt a system of accounting in accordance with generally accepted accounting principles and practices, to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred or in connection with its performance under this Agreement. In addition, CPS shall keep such books, records and documents in a safe place and make them available for audit, examination, excerpt, and transcription to be conducted by the City, and allow inspection, copying and abstracting for at least three (3) years after the final payment is made in connection with this Agreement and other pending matters are closed or as otherwise may be required under applicable law.

Section 2.04 Audit Requirement

Until June 30, 2020, DFSS retains an irrevocable right to independently or through a third party audit CPS' books and records pertaining to this Agreement and disallow any inappropriate billings upon written notice to CPS.

Section 2.05 Confidentiality

CPS agrees that all deliverables, reports, documents and information/data prepared, assembled, received or encountered pursuant to this Agreement ("Confidential Information") are to remain confidential and to be used solely for the purposes of meeting the objectives of this Agreement. CPS agrees that such Confidential Information shall not be made available to any individual or organization other than the City, or courts of competent jurisdiction or administrative agencies pursuant to a subpoena without the prior written approval of the City.

Information received by DFSS from CPS is to entirely be anonymized by CPS before being transmitted to DFSS, as set forth in Sec. 2.01 above. However, if and to the extent individual-level or personally-identifiable information or data is received by DFSS in connection with this Agreement ("Board Confidential Information"), DFSS shall not use or disclose any Board Confidential Information without the prior written consent of the Board. DFSS shall use at least the same standard of care in the protection of the Board Confidential Information as DFSS uses to protect its own confidential information, but in any event such Board Confidential Information shall be protected in at least a commercially reasonable manner. To the extent that the Board Confidential Information may include student data, DFSS acknowledges that student data and the use of it is subject to and must comply with the additional regulations of the Family Educational Rights and Privacy Act and the Illinois School Student Records Act.

In the event either party is presented with a request for documents by an agency of the Federal or State Government or as may be required in response to a request under the Freedom of Information Act ("FOIA"), or with a *subpoena* regarding such Confidential Information or Board Confidential Information, which may be in that party's possession by reason of this Agreement, the party that received the request must immediately give notice to the other party and their General Counsel or Corporation Counsel with the understanding that they will have the opportunity to contest such process by any means available to it before the Confidential Information or Board Confidential Information is submitted to a court or other third party. Either party, however, will not be obligated to withhold the delivery of such Confidential Information or

Board Confidential Information beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

Section 2.06 Subcontracts and Assignments

CPS shall not assign or subcontract this Agreement, or any portion thereof, incorporated by reference as if fully set forth herein, without the express written approval of DFSS, which approval shall not be unreasonably withheld by DFSS and shall be promptly provided. The absence of such express written approval shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

CPS shall not assign any right to collect payment or any similar right to any CPS delegate agency or contractor. DFSS expressly reserves the right to assign or otherwise transfer all or any part of its rights or interests hereunder.

Section 2.07 Patents and Copyrights

To the extent applicable, DFSS reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for DFSS's purposes, including, but not limited to, commercial exploitation: (a) the copyright or patent in any work developed or discovered in the performance of the Services under this Agreement, and (b) any right of copyright or patent to which DFSS purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement. However, CPS is granted a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use such copyright or patent in any work developed or discovered in the performance of the Services under this Agreement for government purposes, and any right of copyright or patent to which CPS purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement, but only for the limited purposes of responses to Requests for Proposals or other funding opportunities, CPS Performance Management reports, Needs Assessments (determining client needs, community needs and gaps in resources and services), Program Planning (using data on clients served and services rendered to inform program design for CPS programs), CPS marketing materials (brochures, web site, etc.) and on a case by case basis if approved by DFSS in writing, subject to the privacy rights of CPS's students as provided by law not to disclose personal identification information.

Section 2.08 Force Majeure

In the event of war, flood, riot, epidemic, act of governmental authority in its sovereign capacity or act of God during the Term of this Agreement, neither CPS nor DFSS shall be liable to the other party for any nonperformance under this Agreement resulting in from such event.

ARTICLE 3 TERM OF THE AGREEMENT

Section 3.01 Term of the Agreement

This Agreement shall commence on the Effective Date first mentioned above and shall

continue through December 31, 2019 (the "Term").

Section 3.02 Extension Options

The Term and the funding amounts set forth in this Agreement may be extended or increased from time to time by amending the Agreement under the same terms and conditions as provided in this Agreement, upon mutual written agreement of the Parties. Such amendments may, but need not be, for the purpose of utilizing unspent Program funds in a subsequent fiscal year, or for the purpose of utilizing new funding for the Program that has been obtained pursuant to applicable appropriations. The Agreement shall be modified to reflect the time extension in accordance with the provisions of Section 9.03 hereof.

ARTICLE 4 COMPENSATION

Section 4.01 Amount of Compensation

This is a cost reimbursement Agreement. DFSS shall pay CPS for the provision of the Services under the Agreement, up to \$1,000,000. Only those expenditures made by CPS with respect to the Programs, evidenced by documentation satisfactory to DFSS and approved by DFSS as satisfying costs covered in the summary budget, which is attached hereto as Exhibit A and incorporated by reference as if fully set forth herein, shall be eligible for payment under this Agreement. CPS agrees not to perform, and waives any and all claims for payment of Services that would result in billings, beyond the above referenced not-to-exceed amount unless the parties have executed a written amendment to this Agreement authorizing said additional work and the payment thereof. CPS recognizes and acknowledges that it has an affirmative duty to monitor its performance and billings to insure that the scope of work is completed within this not-to-exceed amount.

Section 4.02 Payment

DFSS shall provide CPS with a standard billing format. Pursuant to the standard billing format, CPS shall from time to time and not less than quarterly submit sufficiently detailed invoices, that include payroll, administrative costs, expenses, costs for program slots, etc. in accordance with Exhibit A. Upon completion of the Programs, CPS shall submit a final invoice to DFSS, documenting all costs eligible for reimbursement in accordance with Exhibit A.

Section 4.03 Non-Appropriation

Funding for this Agreement is subject to 1) availability of funds from the City, and 2) the availability of funding by the Board. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then DFSS shall promptly notify CPS of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or when funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to CPS under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

ARTICLE 5 DISPUTES

In the event of a dispute between the parties arising out of this Agreement, the parties agree that the City's Commissioner and Corporation Counsel and the CPS's Senior Vice President of Finance and General Counsel shall first meet to resolve any outstanding issues. The parties agree that only after they have in good faith attempted to obtain a resolution without success may either party pursue a remedy at law.

ARTICLE 6 RISK MANAGEMENT

Section 6.01 Insurance to be Provided by CPS

CPS hereby warrants and represents that it is insured or self-insured, and that it has and shall maintain during the Term of this Agreement adequate coverage for all Services being performed under this Agreement. Coverage under such self-insurance shall be at least as broad as:

1. Workers Compensation and Employers Liability

Workers Compensation and Occupational Disease Insurance in accordance with the statutory limits of the State of Illinois (Statutory) Coverage A and Employer's Liability Insurance, Coverage B, in an amount of not less than Five Hundred Thousand Dollars (\$500,000/\$500,000/\$500,000).

2. Commercial General Liability (Primary and Excess)

Commercial/General Liability Insurance provided is to have limits of not less than One Million Dollars (\$1,000,000) per occurrence with an aggregate of not less than Two Million Dollars (\$2,000,000) (i.e. \$1,000,000/\$2,000,000). In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, all premises and operations, separation of insureds and defense. General Liability must include coverage for sexual abuse and molestation. The City is to be endorsed as an additional insured on the Contractor policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the City.

3. Automobile Liability (Primary and Excess)

When any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, the Contractor shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence CSL, for bodily injury and property damage. The City is to be endorsed as an additional insured on the Contractor's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the City.

ARTICLE 7 TERMINATION

DFSS may terminate the Agreement for its convenience, or all or any portion of the Services to be performed under it, at any time by providing ninety (90) days' notice in writing to CPS. CPS may terminate the Agreement for its convenience, or all or any portion of the Services to be performed under it, at any time by providing ninety (90) days' notice in writing to DFSS.

ARTICLE 8 SPECIAL CONDITIONS

Section 8.01 Warranties and Representations

In connection with the execution of this Agreement, CPS warrants and represents that CPS and to the best of its knowledge, its subcontractors, are not in violation of 18 U.S.C. 666(a)(1) and the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. (1989), as amended; DFSS certifies that it has read the provisions of 18 U.S.C. 666(a) (2) and the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. and warrants that it and its officers and employees will comply with the provisions set forth therein.

Section 8.02 Conflict of Interest

In connection with signing and carrying out this Agreement, CPS warrants that:

- A. No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- B. CPS covenants that it and its employees, and its subcontractors presently have no interest and shall acquire no interest, direct or indirect, in the Agreement that would conflict in any manner or degree with the performance of the Services hereunder. CPS further covenants that in the performance of this Agreement no person having any such interest shall be employed.
- C. Furthermore, CPS represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. Subsection 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended.

Section 8.03 Non-liability of Public Officials

No official, employee, or agent of either party shall be charged personally by the other party, or by any assignee or subcontractor of either party, with any liability or expenses of defense or be held personally liable to either party under any term or provision of this Agreement, because of either party's execution or attempted execution, or because of any breach hereof.

Section 8.04 Independent Contractor

CPS shall perform under this Agreement as an independent contractor to DFSS and not as a representative, employee, agent, joint venturer or partner of DFSS.

Section 8.05 City Hiring Plan

The City is subject to the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

CPS is aware that City policy prohibits City employees from directing any individual to apply for a position with CPS, either as an employee or as a subcontractor, and from directing CPS to hire an individual as an employee or as a Subcontractor. Accordingly, CPS must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by CPS under this Agreement are employees or subcontractors of CPS, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by CPS.

CPS will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide Services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

In the event of any communication to CPS by a City employee or City official in violation of the paragraphs above, or advocating a violation of the paragraphs above, CPS will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing Services provided under this Agreement. CPS also agrees to cooperate with any inquiries made by the Hiring Oversight Section related to this Agreement.

ARTICLE 9 GENERAL CONDITIONS

Section 9.01 Entire Agreement

This Agreement, comprised of this Agreement and the exhibits attached hereto and incorporated herein, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein.

Section 9.02 Counterparts

This Agreement may be comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

Section 9.03 Amendments

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, including, but not limited to, the extensions or increases referred to in Section 3.02 and scope of services referred to in Section 2.01 hereof, shall be valid unless in writing and signed by the authorized agent of DFSS and by CPS's Senior Vice President of Finance and General Counsel. DFSS shall incur no liability for additional Services without a written amendment to this Agreement pursuant to this Section.

Section 9.04 Compliance with All Laws/Governmental Orders

- A. CPS shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement including, but not limited to, the Uniform Administrative Requirements contained in 24 C.F.R. Section 85.1 et seq., as amended; Title VI of the Civil Rights Act of 1967 (42 U.S.C. 2000d et seq.); Fair Housing Act (42 U.S.C. 3601-20 et seq.); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Rehabilitation Act of 1973 (29 U.S.C. 794); Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5); Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); National Environmental Policy Act of 1969 (24 CFR Part 58); Clean Air Act (42 U.S.C. 7401 et seq.); Federal Water Pollution Control Act (33 U.S.C. 251 et seq.), as amended; Flood Disaster Protection Act of 1973 (42 U.S.C. 4106); Uniform Relocation Assistance and Real Property Development Acquisition Policies Act of 1970 (42 U.S.C. 4601); Executive Order 11246, as amended by Executive Orders 12086 and 11375; Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)); Executive Order 12372; Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276); Byrd "Anti-Lobbying" Amendment (31 U.S.C. 1352); Drug Free Workplace Act of 1968 (41 U.S.C. 701 et seq.); and Debarment and Suspension (Executive Orders 12549 and 12689). Additionally CPS shall comply with the applicable provisions of OMB Circulars A-133, A-122, A-102, A-110 and A-87, as amended, succeeded or revised. Provision(s) required by law, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion. However, in no event shall the failure to insert such provisions prevent the

enforcement of this Agreement. DFSS shall at all times observe and comply with the Family Educational Rights and Privacy Act ("FERPA") and any and all Board rules and policies. Board rules and policies are available at <http://www.cps.edu/>.

- B. CPS shall take such actions as may be necessary to comply promptly with any and all governmental orders imposed by any duly constituted government authority whether imposed by Federal, state, county or municipal authority.

Section 9.05 Governing Law

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Each party hereby irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Each party agrees that service of process on each party may be made, at the option of either party, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by each party. If any action is brought by CPS against DFSS concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

Section 9.06 Severability

If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 9.07 Interpretation

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

Section 9.08 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Section 9.09 Cooperation

DFSS and CPS agree at all times to cooperate fully and in good faith with each other. If this Agreement is terminated for any reason, or if it is to expire on its own terms, CPS shall make every effort to assure an orderly transition to another contractor, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with the reasonable requests and requirements of DFSS in connection with the termination or expiration of this Agreement.

Section 9.10 Waiver

Whenever under this Agreement DFSS by a proper authority waives CPS' performance in any respect or waives a requirement or condition to either CPS' or DFSS' performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of the Agreement regardless of the number of times DFSS may have waived the performance of a requirement or condition.

ARTICLE 10 COMMUNICATION AND NOTICES

Section 10.01 Communication Between the Parties

All verbal and written communication including required reports and submissions between DFSS and CPS shall be through DFSS's program manager and CPS's Office of Faith Based Initiatives. No verbal communication(s) between the parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the local rules of the Circuit Court of Cook County, and the local rules governing U.S. District Court for the Northern District of Illinois.

Section 10.02 Notices

Any notices sent to DFSS shall be mailed by ordinary mail, postage prepaid to:

Commissioner
Chicago Department of Family and Support Services
1615 W. Chicago Ave.
Chicago, Illinois 60622

With copies to: Finance and Economic Development Division
 Department of Law
 City of Chicago

121 North LaSalle Street, Suite 600
Chicago, Illinois 60602

Notices sent to CPS shall be mailed by certified mail, postage prepaid to:

Francis Bilecki
Chief Policy Officer
Board of Education of the City of Chicago
Office of Intergovernmental Relations
42 West Madison, 3rd Floor
Chicago, Illinois 60602

Ronald DeNard
Senior Vice President of Finance
Board of Education of the City of Chicago
Finance Department
42 West Madison, 2nd Floor
Chicago, Illinois 60602

With a copy to:

Joseph T. Moriarty, General Counsel
Board of Education of the City of Chicago
Law Department
One North Dearborn, Suite 900
Chicago, Illinois 60602

ARTICLE 11 AUTHORITY

Section 11.01 CPS's Authority

Execution of this Agreement by the CPS is authorized by Rules of the Board of Education of the City of Chicago, Section 7-15(d) now adopted as Section 7-13(d) and Board Report #15-0826-EX12.

Section 11.02 DFSS's Authority

Execution of this Agreement by DFSS is authorized by Section 8 of the 2019 Appropriation Ordinance enacted by the City Council of the City of Chicago (the "Council") on November 14, 2018.

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IN WITNESS WHEREOF, the Board and the City acting through DFSS have executed this 2019 Intergovernmental Agreement for Safe Haven After School, Spring Break And Summer Break Programs effective as of the Effective Date.

CITY OF CHICAGO, by and through its
DEPARTMENT OF FAMILY AND
SUPPORT SERVICES

BOARD OF EDUCATION OF THE CITY OF
CHICAGO

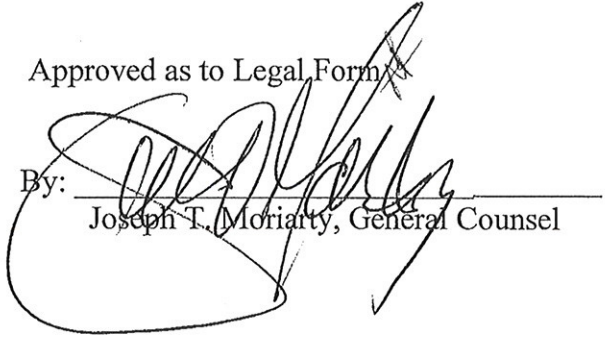
By: 
Lisa Morrison Butler
Commissioner

Date: 8/27/19

By: 
Ronald DeNard
Senior Vice President of Finance

Date: 8/23/19



Approved as to Legal Form 

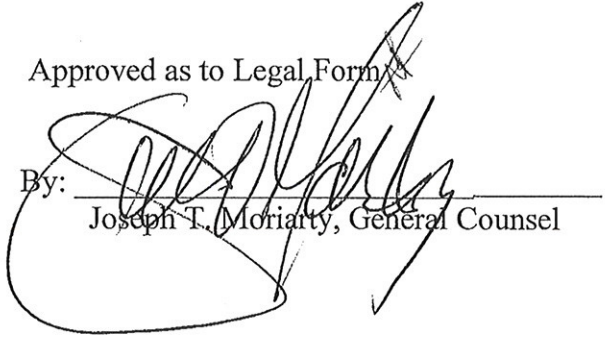
By: 
Joseph T. Moriarty, General Counsel

EXHIBIT A

2019 SCOPE OF SERVICES AND BUDGET FOR SAFE HAVEN AFTER SCHOOL, SPRING BREAK AND SUMMER BREAK PROGRAMS

January 1, 2019 until December 31, 2019

Defined terms used in this Scope of Services and Budget shall have the same meanings as those ascribed to such terms in the Agreement.

The Safe Haven After School Programs, Spring Break Programs and Summer Break Programs for 2019 (collectively, the "Programs") shall be designed to provide guidance services and activities to groups of Chicago Public School students in targeted communities during the spring and summer breaks as well as after-school hours. The programming will act as a supplemental educational opportunity, and shall include workshops on conflict resolution, positive communication, anti-bullying, character development, and anger management as well as act as a safe environment for the students to go to during breaks and after-school hours.

The Board has entered into contracts with third party vendors ("Subcontractors") to provide the CPS safe haven sites ("Sites") and services ("Services") to implement its Programs for CPS elementary and high school students residing in targeted communities ("Student Participants") during the time period described below.

The Board's Office of Faith Based Initiatives shall allocate \$1,000,000 from DFSS to pay for the Sites and Services for the Programs for the period from January 1, 2019 through December 31, 2019.

I. Description for Expansion of Safe Haven –After School, Spring Break and Summer Break 2019 Programs

- A. Safe Haven – After School 2019 Program** which shall operate from March 25, 2019 through December 20, 2019 for three (3) hours per day (3 pm – 6 pm), five (5) consecutive days, Monday through Friday on school days.

Site programming shall be provided by the following Subcontractors from March 25, 2019 through June 7, 2019:

Allen Metropolitan C.M.E. Church	Stone Community Development Corporation NFP
Bright Star Community Outreach	People's Church of God in Christ
Christian Fellowship Flock South	River City Community Development Center
King of Glory Tabernacle Church of God in Christ	Christian Fellowship Flock/Rebena
Corinthian Temple Church of God in Christ	New Life Centers Chicagoland
Home of Life Community Development Corporation	NFP Humboldt Park
New Landmark Missionary Baptist Church	Grace and Peace Fellowship

Site programming shall be provided by the following Subcontractors from October 7,

2019 through December 20, 2019:

Allen Metropolitan C.M.E. Church	I.C.A.R.E. Ministries Out of School Time Program
Alliance for Community Peace	Institute for Positive Living
Bright Star Community Outreach	Jesus Word Center Church
Carey Tercentenary A.M.E. Church	Judah International Outreach Ministries, INC
Catholic Bishop of Chicago - St. Sabina Church	King of Glory Tabernacle C.O.G.I.C.
Chance After Chance Ministry	Maple Park United Methodist Church
Chicago Tabernacle of the Assemblies of God	New Life Centers of Chicagoland
Christian Fellowship Flock South	New Life Covenant Church South East
Concord Missionary Baptist Church	People's Church of God In Christ
Corinthian Temple C.O.G.I.C.	Rehoboth Apostolic Worship Center
Family Empowerment Centers	River City Community Development Center
Grace and Peace	Rock of Salvation Sanctified Baptist Church
Grant Memorial	Sembrando EL Futuro
Greater Holy Temple C.O.G.I.C.	Stone Community Development Corporation NFP
Hartzell Memorial United Methodist Church	Storehouse Ministries
Heirs of the Promise Ministries	Sunrise Baptist Church
Home of Life Community Development	Turner Memorial A.M.E. Church
Hope Community Church	Woodlawn Baptist Church
	Worship Warming Center DBA Kingdom Culture International Ministries

All Sites shall serve a minimum of 15 Student Participants per Site as well as offer CPS-donated meals to the Student Participants each day at the Sites.

Subcontractors shall provide programming for the Student Participants which shall include, but not be limited to, the following:

- 1) A workshop that will explore strategies for resolving conflicts, identifying and controlling anger and triggers;
- 2) Practical exercises that encompass role-playing and open dialogue and alternative measures in order to minimize the adverse action of unaddressed anger;
- 3) Student-guided discussions that will provide Student Participants the opportunity to identify and discuss issues of concern that impact their daily lives including, but not limited to, Student Participants being encouraged to focus on "Stop the Violence, Stop the Silence";
- 4) Student Participants being able to discuss social awareness issues regarding their communities;
- 5) Training that will provide Student Participants with the ability to identify bullying tactics & teach them how to respond appropriately; and
- 6) Educational support, arts and crafts and homework assistance.

The following outcomes must arise from the execution of the After School 2019 Program:

- i. March 25, 2019 – June 7, 2019:

- Approximately 325 Student Participants must be engaged in this Program and activities during the day for three (3) hours per day for 12 weeks;
- Student Participants shall be taught skills and awareness in conflict resolution, problem-solving, positive communication, anger management, and issues of violence in the community; and
- Student Participants shall be taught skills that will help them identify & remediate bullying issues.

ii. October 7, 2019 – December 20, 2019

- Approximately 1000 Student Participants must be engaged in this Program and activities during the day for three (3) hours per day for 11 weeks;
- Student Participants shall be taught skills and awareness in conflict resolution, problem-solving, positive communication, anger management, and issues of violence in the community; and
- Student Participants shall be taught skills that will help them identify & remediate bullying issues.

B. Safe Haven - Spring Break 2019 Program which shall operate April 15 – April 19, 2019 for four (4) hours per day (10 am – 2 pm), five (5) consecutive days, Monday through Friday. Site programming shall be provided by the following Subcontractors:

Life Changing Community Outreach	Hope Community Church
His Amazing Grace Outreach Ministries	Family Empowerment Centers
Greater Holy Temple Church of God in Christ	Heirs of the Promise Church
Icare Ministries	Rehoboth Apostolic Worship Center
Alliance for Community Peace	Grace and Peace
Jesus Word Center Church	Carey Tercentenary A.M.E. Church
Turner Memorial African Methodist Episcopal Church	Kingdom Builders Christian Center
Rock of Salvation Baptist Church	Grant Memorial
Corinthian Temple Church of God in Christ	Allen Metropolitan CME Church
St. Titus I Missionary Baptist Church	Woodlawn Baptist Church

All Sites All Sites shall serve a minimum of 15 Student Participants per Site as well as offer CPS-donated meals to the Student Participants each morning and afternoon at the Site.

Subcontractors shall provide programming for the Student Participants which shall include, but not be limited to, the following:

- 1) A workshop that will explore strategies for resolving conflicts, identifying and controlling anger and triggers;
- 2) Practical exercises that encompass role-playing and open dialogue and alternative measures in order to minimize the adverse action of unaddressed anger; and
- 3) Educational support.

The following outcomes must arise from the execution of the Spring Break 2019 Program:

- Approximately 1500 Student Participants must be engaged in this Program and activities during the day for the five (5) days in the week;
- Student Participants shall be taught skills and awareness in conflict resolution, problem solving, positive communication, anger management, and issues of violence in the community;
- Student Participants shall be taught skills that will help them identify and remediate bullying issues; and
- Student Participants shall be able to demonstrate their skills and awareness by sharing what they have learned by taking a post-Program survey, directed by the Board and administrated by the Proposer.

C. Safe Haven – Summer Break 2019 Program which shall operate from July 8, 2019 - August 16, 2019, for four (4) hours per day (10am-2pm), five (5) days per week or as needed (Monday-Friday). Site programming shall be provided by the following Subcontractors:

Allen Metropolitan C.M.E. Church	I.C.A.R.E. Ministries Out of School Time Program
Alliance for Community Peace	Institute for Positive Living
Bright Star Community Outreach	Jesus Word Center Church
Carey Tercentenary A.M.E. Church	Judah International Outreach Ministries, INC
Catholic Bishop of Chicago - St. Sabina Church	King of Glory Tabernacle C.O.G.I.C.
Chance After Chance Ministry	Maple Park United Methodist Church
Chicago Tabernacle of the Assemblies of God	New Life Centers of Chicagoland
Christian Fellowship Flock South	New Life Covenant Church South East
Concord Missionary Baptist Church	People's Church of God In Christ
Corinthian Temple C.O.G.I.C.	Rehoboth Apostolic Worship Center
Family Empowerment Centers	River City Community Development Center
Grace and Peace	Rock of Salvation Sanctified Baptist Church
Grant Memorial	Sembrando EL Futuro
Greater Holy Temple C.O.G.I.C.	Stone Community Development Corporation NFP
Hartzell Memorial United Methodist Church	Storehouse Ministries
Heirs of the Promise Ministries	Sunrise Baptist Church
Home of Life Community Development	Turner Memorial A.M.E. Church
Hope Community Church	Woodlawn Baptist Church
	Worship Warming Center DBA Kingdom Culture International Ministries

All Sites shall serve a minimum of fifteen (15) Student Participants per Site, as well as offer CPS-donated meals to the Student Participants each morning and afternoon at each Site.

Subcontractors shall provide programming for the Student Participants which shall

include, but not be limited to, the following:

- 1) A workshop that will explore strategies for resolving conflicts, identifying and controlling anger and triggers;
- 2) Practical exercises that encompass role-playing and open dialogue and alternative measures in order to minimize the adverse action of unaddressed anger; and
- 3) Educational support, and arts and crafts.

The following outcomes must arise from the execution of the Summer Break 2019 Program:

- Approximately 1000 Student Participants must be engaged in this Program and activities during the day for five (5) days a week for six weeks;
- Student Participants shall be taught skills and awareness in conflict resolution, problem solving, positive communication, anger management, and issues of violence in the community;
- Student Participants shall be taught skills that will help them identify and remediate bullying issues; and
- Student Participants shall be able to demonstrate their skills and awareness by sharing what they have learned by taking a post-Program survey, directed by the Board and administrated by the Respondent.

II. Reporting

The Board is responsible for maintaining attendance records for the Student Participants at each Site and a log of daily activities that the Student Participants engaged in at each Site for each day of the Programs. In accordance with federal and state student privacy laws, the Board will submit a final report to DFSS using aggregate student data about the Programs including but not limited to: number of youth (Student Participants) served, aggregate hours of Services provided to youth (Student Participants), locations of programming, and outcomes of the Programs.

III. Budget

Compensation and Financial Breakdown:

2019 Programs	Amount
Safe Haven - After School - March 25 - June 7, 2019 (12 weeks)	\$156,000.00
Safe Haven - After School – October 7 – December 22, 2019 (11 weeks)	\$334,000.00
Safe Haven - Spring Break – April 15-19, 2019 (1 week)	\$30,000.00
Safe Haven – Summer Break – July 8 – August 16, 2019 (6 weeks)	\$480,000.00

Total Maximum Compensation	\$1,000,000.00
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For the period from January 1, 2019 through December 31, 2019, DFSS shall pay to CPS a compensation amount of \$1,000,000 to implement the abovementioned Programs provided that all invoices for that period shall be submitted to DFSS no later than December 31, 2019.

