

**Non-DPS Contractual Agreement
Cover Sheet**

From: Brandie V. Knazze 
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First Deputy Commissioner
Family and Support Services

To: Tom Dziejdzic
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Department of Finance

Date: August 16, 2017

Please create a Blanket Purchase Order in FMPS for the attached Non-DPS Agreement. The following summary values must be identified to create a Blanket Purchase Order.

PO Number (if request is a Modification): TBD

Department Number: 050

Supplier Name: The Board of Education of the City of Chicago

Supplier Number: 1032857

Supplier Site: A

Funding Strip: 017.0100.0502005.9259

Requisition Number:

Specification Number:

Ship-To: 050 – 2005 Family and Support Services

Bill-To: 050 – 2005 Family and Support Services

Agreed Amount: \$687,768.00

Target Market: N/A

Goods or Services: Services

Description of Agreement: Intergovernmental Agreement for the Summer Youth Employment Program between the Department of Family and Support Services and the Board of Education.

Agreement Start Date: July 5, 2017

Agreement End Date: December 31, 2017

Please submit one fully executed and redacted copy of the Signature Ordinance and Contract/Agreement. Please submit only single-sided hard copies. In addition, please check the link to ensure that the supplier is not on the debarred vendor list.

http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred_firms_list.html

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, 2017, and shall cover the period beginning January 1, 2017.

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.

The Comptroller and the heads of the various departments and agencies of the City Government shall administer the revenues of grants received by standard accounts, in accordance with the standard classification of accounts and with the manual of the Department of Finance.

No later than the tenth day of each month, the Budget Director shall provide to the Committee on Finance a compilation of all grants awarded to the City in the preceding month.

On or before May 15, 2017, and on or before November 15, 2017, the Office of Budget and Management shall provide to the Committee on the Budget and Government Operations a report showing all federal and state funds received or administered by the City for the time periods October 1, 2016, through March 31, 2017, and April 1, 2017, through September 30, 2017, respectively. Community Development Block Grant funds shall be excluded from this report. The report shall list the amounts disbursed and purposes for which disbursements were made, and shall indicate the Grantor of the funds, purpose, service area(s) and number of positions supported.

In connection with any delegate agency grant agreements entered into between the City and the respective delegate agencies for 2017, the Chief Procurement Officer shall be authorized to resolve disputes between the respective delegate agency and the appropriate City department or agency and to promulgate and implement regulations in connection therewith.

SECTION 9. Any employee who is required and is authorized to use his or her personally owned automobile in the regular conduct of official City business shall be allowed and paid at the rate established from time to time by the Internal Revenue Service for the number of miles per month use of such privately owned automobile, to a maximum amount of \$550 per month, such maximum to be adjusted upward on February 1 of each year by the percentage increase, if any, in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest \$5 increment. Each annual adjustment shall be based on the adjusted amount for the previous year. Provided further, the foregoing computation shall be subject to provisions contained in contracts approved by the City Council between the City and recognized collective bargaining agents; and provided further that this allowance is subject to change by the City Council during the fiscal year in accordance with such contracts.

SECTION 10. In accordance with Section 2-60-080 of the Municipal Code, no expenditure may be made from any fund or line item account herein for the purpose of executing settlement agreements or entering into consent orders except upon order of the City Council. Provided, however, that this section shall not apply to: (i) settlement agreements or consent orders entered into where the amount is \$100,000 or less, or (ii) offers of judgment of \$500,000 or less made and accepted pursuant to Federal Rule of Civil Procedure 68, if before making any such offer of judgment, the Corporation Counsel obtains the written concurrence of both the Chairman and Vice-Chairman of the Committee on Finance, following a careful review of the facts and circumstances, that the making of such an offer is likely to reduce the City's liability in the case in question.

INTERGOVERNMENTAL AGREEMENT

FOR THE SUMMER YOUTH EMPLOYMENT PROGRAM

BETWEEN

**THE CITY OF CHICAGO
ACTING THROUGH ITS DEPARTMENT OF
FAMILY AND SUPPORT SERVICES**

AND

THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

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THIS INTERGOVERNMENTAL AGREEMENT FOR THE SUMMER YOUTH EMPLOYMENT PROGRAM (the “Agreement”) is entered into effective as of the 5th day of July, 2017, (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, acting through its Department of Family and Support Services (hereinafter referred to as “DFSS” or “City”) 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” or “CPS”).

RECITALS

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

WHEREAS, 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, DFSS and CPS agree that a summer youth workforce employment program provides opportunities for youth to gain work experience while earning a stipend and have agreed to collaborate on the Summer Youth Employment Program (the “SYEP Program”); and

WHEREAS, DFSS and CPS shall provide CPS students with the opportunity to apply for summer jobs through the SYEP Program; and

WHEREAS, DFSS and CPS agree that De-escalation Support Teams should be provided to support the SYEP Program (“De-escalation Program”); and

WHEREAS, the SYEP Program and De-escalation Program shall collectively be referred to as the “Program(s)”; and

WHEREAS, DFSS desires CPS’ assistance with implementing the 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; and

WHEREAS, DFSS and the CPS have the authority to enter into this intergovernmental agreement.

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’ DUTIES AND RESPONSIBILITIES

Section 2.01 Scope of Services

The services that CPS shall provide under this Agreement are those described in Exhibits A and C for the provision of the Programs (collectively, 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 reasonable 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 responding to DFSS' needs when those needs are clearly conveyed to CPS in timely and appropriate manner as mutually agreed by both parties.

Section 2.03 Ownership of Documents, Records and Reports

- A. All Board Confidential Information, as described in Section 3.02 below, is and shall remain the property of the Board. All reports or information in any form prepared or assembled by, or provided to, CPS under this Agreement that do not include Board Confidential Information are the property of the DFSS. However, CPS is granted a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use such reports for government purposes, which are limited to responses to Requests for Proposals or other funding opportunities, CPS Performance Management reports, Needs Assessments, 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 the DFSS in writing, subject to the privacy rights of CPS' students as provided by law not to disclose personal identification information.
- 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 DFSS' 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, HUD, the Comptroller General of the United States or their duly authorized representatives, 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 December 31, 2017, 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 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 2.06 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' 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. Nothing in this provision shall allow DFSS to publish or disclose Board Confidential Information as described in Section 3.02 below as part of its copyright, patent, or materials in support of applications for the same. 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 the DFSS in writing, subject to the privacy rights of CPS' students as provided by law not to disclose personal identification information.

Section 2.07 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 the CPS nor DFSS shall be liable to the other party for any nonperformance under this Agreement resulting in from such event.

ARTICLE 3 CONFIDENTIALITY

Section 3.01 Confidential Information

CPS and DFSS agree 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 and DFSS agree 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 other party.

Section 3.02 Board Confidential Information

DFSS may have access to or receive certain information from CPS that is not generally known to others, such as employee, volunteer, student, or teacher data including, but not limited to name, address, student identification number, social security number, phone number, email address, gender, date of birth, ethnicity, race, foster care status, disabilities, school, grade, grade point average, standardized test scores, ISAT scores, assessment data, after school activities, highest grade completed, discipline history, criminal history, free or reduced lunch qualifications, housing status, income, household income or payroll information. ("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 of the Board 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.

Section 3.03 Disclosure of Confidential Information

In the event either party is presented with a request for documents by any 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 duces tecum* 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. Neither party, however, will be obligated to withhold the delivery of such 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.

ARTICLE 4 TERM OF THE AGREEMENT

Section 4.01 Term of the Agreement

This Agreement shall commence on the Effective Date first mentioned above and shall continue through December 31, 2017 (the "Term").

Section 4.02 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 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 10.03 hereof.

ARTICLE 5 COMPENSATION

Section 5.01 Amount of Compensation

This is a cost reimbursement Agreement. DFSS shall pay CPS for the provision of the Services under the Agreement, a sum not-to-exceed Six Hundred Eighty-Seven Thousand, Seven Hundred Sixty-Eight and 00/100 Dollars \$(687,768.00) in one lump-sum payment within thirty (30) days of completion of the Programs from fund number 017 01009 0502005 9259. Only those expenditures made by CPS with respect to the Program, evidenced by documentation satisfactory to DFSS and approved by DFSS as satisfying costs covered in the operating budget, which is attached hereto as Exhibits B and D 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 5.02 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 Exhibits B and D. Upon completion of the Program, CPS shall submit a final invoice to DFSS, documenting all costs eligible for reimbursement in accordance with Exhibits B and D.

Section 5.03 Non-Appropriation

Funding for this Agreement is subject to 1) availability of funds from the City, 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 Board and/or City for performance or payments to be made under this Agreement, making performance under this Agreement impossible, then the affected party shall promptly notify the other party 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 6 DISPUTES

A dispute between the CPS and DFSS involving this Agreement that has not been resolved shall be referred to the Commissioner and the CPS Chief Financial Officer ("CFO") and General Counsel. Either party may give written notice of the dispute to both the Commissioner and the CFO, who shall meet within 30 days of notification to resolve the dispute. In the event the Commissioner and the CFO fail to resolve the dispute after they have made a good faith effort to do so, each party may pursue its remedies at law, provided it does so within one (1) year of the date on which either the Commissioner or the CFO declare in writing that the parties have reached impasse.

ARTICLE 7 RISK MANAGEMENT

Section 7.01 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). The City acknowledges the Board is self-insured for this coverage.

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, Personal & Advertising Injury and will also cover injury to CPS's officers, employees, agents, invitees and guests and their personal property, and will also include coverage of not less than Five Million Dollars per occurrence with an aggregate of Five Million Dollars (\$5,000,000/\$5,000,000) for Sexual Abuse and Molestation (with emotional distress as the trigger). The City is to be endorsed as an additional insured on the Board's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the City. The City acknowledges the Board has this coverage but it is subject to a \$10,000,000 self-insured retention.

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 Board's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the City. The City acknowledges the Board has this coverage but it is subject to a \$10,000,000 self-insured retention.

4. Professional Liability

Whenever any architectural, engineering or other professional services are required under the Agreement, Professional Liability insurance covering acts, errors or omissions shall be maintained with limits of not less than Two Million Dollars (\$2,000,000) per

occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of Services under this Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The City acknowledges the Board has this coverage but it is subject to a \$10,000,00 self-insured retention.

5. CPS must require all Subcontractors to provide the insurance required in this Agreement or CPS may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements of CPS unless otherwise specified in this Agreement.

ARTICLE 8 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. The effective date of the termination shall be the date the notice is received by the other party or the date stated in the notice, whichever is later.

ARTICLE 9 SPECIAL CONDITIONS

Section 9.01 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 9.02 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. Additionally, pursuant to the conflict of interest requirements in 24 CFR 85.36(b) (3), no person who is an employee, agent, consultant, officer, or appointed official of the CPS may obtain a

financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those whom he or she has family or business ties, during his or her tenure or for one year thereafter.

- D. 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 9.03 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 9.04 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.

ARTICLE 10 GENERAL CONDITIONS

Section 10.01 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 10.02 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. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

Section 10.03 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 4.02 hereof, shall be valid unless in writing and signed by the authorized agent of DFSS and by the Board's Chief Financial Officer and General Counsel. DFSS shall incur no liability for additional Services without a written amendment to this Agreement pursuant to this Section.

Section 10.04 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"), the Illinois School Student Records Act 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 10.05 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 either party against the other party concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

Section 10.06 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 10.07 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 10.08 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 10.09 Cooperation

DFSS and CPS agree at all times to cooperate fully and in good faith with each other. The parties agree to perform their responsibilities and obligations as set forth in this Agreement. If this Agreement is terminated for any reason other than due to breach by DFSS, or if it is to expire on its own terms, CPS shall make every reasonable 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 the DFSS in connection with the termination or expiration of this Agreement.

Section 10.10 Waiver

Whenever under this Agreement DFSS by a proper authority waives CPS' performance in any respect or waives a requirement or condition to either the 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 the DFSS may have waived the performance of a requirement or condition.

Section 10.11 Inspector General

Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago has the authority to

conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

ARTICLE 11 COMMUNICATION AND NOTICES

Section 11.01 Communication Between the Parties

All verbal and written communication including required reports and submissions between DFSS and CPS shall be through DFSS' program manager and CPS' Department of College and Career Success. 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 11.02 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 the CPS shall be mailed by certified mail, postage prepaid to:

Chicago Public Schools
Office of College and Career Success
42 West Madison Street, Garden Floor
Chicago, Illinois 60602

With a copy to: The General Counsel
The Chicago Board of Education
One North Dearborn, 9th Floor
Chicago, Illinois 60602
Fax: 773/553-1701

ARTICLE 12 AUTHORITY

Section 12.01 CPS Authority

Execution of this Agreement by CPS is authorized by Board Rule 7-15 (d) of the Board of

Education of the City of Chicago, and other applicable laws, regulations and ordinances.

Section 12.02 DFSS' Authority


Execution of this Agreement by DFSS is authorized by Section 2-50-040 of the Municipal Code of Chicago and the ordinance enacted by the City Council of the City of Chicago (the "Council") on November 16, 2016.

IN WITNESS WHEREOF, DFSS and CPS have executed this Agreement as of the date first written above.

**CITY OF CHICAGO,
DEPARTMENT OF FAMILY AND
SUPPORT SERVICES**

By: *Lisa Morrison Butler*
Name: Lisa Morrison Butler
Title: Commissioner

**THE BOARD OF EDUCATION OF
THE CITY OF CHICAGO**

By: *Ronald DeNard* 
Name: Ronald DeNard
Title: Senior Vice President of Finance

Approved as to legal form: *lc - Ann*
By: *Ronald L. Marmar*
Ronald L. Marmar, General Counsel

EXHIBIT A

City of Chicago/Department of Family and Support Services Scope of Services for SUMMER YOUTH EMPLOYMENT PROGRAM (SYEP)

Board's Project Manager: Maricar Ramos **E-mail:** mlramos7@cps.edu
Phone: (773) 553-5079
City's Project Manager: Mary Ellen Messner **Phone:** 312-746-7451 or 773-553-5079

I. Background Information

The Chicago Public Schools ("CPS") shall work with its current associated organizations to place and engage approximately 900 youth in paid summer experiences over a four to six week period during the Summer Youth Employment Program ("Summer Youth Employment Program" or "SYEP Program"). The Board of Education of the City of Chicago (the "Board" or "CPS") and the City of Chicago's Department of Family and Support Services ("DFSS") will collaborate in a joint effort to provide the Summer Youth Employment Program to CPS students.

II. Scope of Services

A. Program Design & Recruitment

- (1) Eight hundred ninety-two (892) students will participate in work experiences at partner sites or in "Earn and Learn" programs.
- (2) Students will be recruited from various departments within CPS, including the following: Career & Technical Education; Social & Emotional Learning; Student Support & Engagement; and Diverse Learners.
- (3) The SYEP Program will commence on Wednesday, July 5, 2017, and will end four to nine weeks later.

B. Youth Coaches

- (1) Eight Youth Coaches, ages 18 - 25 will be hired for an average of 25 hrs/week over a six to eight week period.
- (2) Youth coaches shall perform the following tasks: communicate with partners and students; conduct site visits, and assist with administrative functions such as payroll and recordkeeping.

III. Duties and Responsibilities

A. The Board/CPS Responsibilities

(1) Summer Youth Focus and Services

- CPS, through its existing partnerships, shall provide youth with a safe, well-defined and supervised work experience.
- To assure program success, CPS shall provide additional support staff through various Central Office functions, including the following: Partnership Development Liaisons, CTE Program Coordinator, Office of College and Career Success administrators.
- CPS shall provide appropriate training where necessary and supervise the administration of the following online tools: the MHA employer evaluation of student performance, and the student evaluation of their work experience.
- Staff authorized by the CPS Human Resource Department shall review and verify the documentation necessary to complete I-9 requirements. It is noted that the documentation is not scanned nor copied and is maintained within electronic documents in the CPS Human Resource Department.
- Youth coaches shall be hired as CPS "Miscellaneous Employees," which includes a background check that is administered by CPS.
- The hourly rate for students and coaches will be \$8.25 per hour.

(2) Payroll System& Insurance

- CPS has the capacity to operate a payroll and timekeeping system that assures all youth are paid on time, and pay periods shall vary according to the program models.
- CPS shall also maintain general liability insurance for all youth participants.

(3) Reporting and Recordkeeping

- The following documentation shall be retained: I-9 verification on CPS Human Resources electronic records; time and attendance forms that are signed by the worksite supervisor(s).
- CPS shall maintain information on worksite placements and worksite visits.
- CPS shall complete the DFSS "End of Program Report."

B. DFSS Duties and Responsibilities

(1) DFSS shall provide CPS with evaluations for distribution to employers and students.

(2) DFSS shall provide the "End of Program Report" form.

(3) DFSS shall provide guidance on invoicing procedures.

(4) DFSS shall reimburse CPS for salaries paid by CPS for students and coaches up to \$537,768 in accordance with Section 5.01 of the Agreement.

EXHIBIT B

BUDGET FOR SUMMER YOUTH EMPLOYMENT PROGRAM (SYEP)
(City Of Chicago/Department of Family and Support Services)

Program Cost and Reimbursement Totals: DFSS will reimburse the Board for salaries paid by the Board to students and coaches participating in the Summer Youth Employment Program. DFSS shall reimburse the Board for salaries paid up to but not in excess of \$537,768 in accordance with Section 5.01 of the Agreement.

EXHIBIT C
Scope of Service for De-Escalation Teams

I. Introduction

The Chicago Public Schools (CPS) shall hire, staff, and supervise De-escalation Support Teams (the “De-escalation Program”). The De-escalation Program will begin on June 26, 2017 and end on August 25, 2017. De-escalation Support Teams will be hired to provide up to eight weeks of de-escalation support to DFSS’ funded SYEP Programs. Teams will be staffed in pairs and assigned to geographic regions of the city to provide services and supports.

II. Scope of Service

A. Program Design

The start date for the staff is June 26, 2017 through August 25, 2017 with no service on July 4, 2017

1) Hours

i. De-escalation teams will operate 33.5 hours per week (average of 6.7 hours/day) not to exceed a maximum compensation amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00). De-escalation teams will provide agencies and youth with supportive strategies to minimize conflict and reduce conflicts from escalating into more significant incidents. The De-escalation teams will be deployed throughout the City of Chicago working with delegate agencies and youth aged 15-24 being engaged in a paid work experience.

ii. Teams will develop schedules that ensure cross-city coverage from 8:00 – 5:00 (individual hours will vary).

2) Pay

i. The hourly rate of pay is \$28.00 per hour per person not to exceed 8 hours per day for duration of the project.

ii. The total compensation for De-escalation Support Team services shall not exceed One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00).

B. Chicago Public Schools Duties and Responsibilities

Staffing and Project Management

- CPS shall hire, supervise and manage all 10 De-escalation teams (teams of two people).
- CPS will assign teams to agencies as directed by DFSS.
- CPS will provide contact and supervisor information for each team, and coverage is available from 8:00 a.m. – 5:00 p.m.
- CPS will manage the payroll process for the De-escalation teams
- CPS will coordinate with DFSS to identify locations for deployment and track all contacts with youth to de-escalate conflict.
- CPS will provide weekly reports on activities of de-escalation teams (e.g., number of site visits, number of De-escalation interventions, reason for and outcomes of interventions, and contacts with the Chicago Police Department).

Payroll System

- CPS shall operate a payroll and timekeeping systems that assures that all staff are paid on time.
- CPS shall also maintain general liability insurance and Workman's Compensation coverage for all staff employed through the program. At the end of the calendar year, the payroll administrator must send tax forms directly to program participants and respond to inquiries or issues during the program period.

Reporting and Record Keeping

- CPS shall be expected to maintain complete and accurate records on youth contacts and outcomes.
- CPS shall also complete and End of Program Report, in a form which shall be provided by DFSS. The report will summarize the service provider's activities including, but not limited to, number of youth served, aggregate hours worked, coding of types of incidents, and recommendations to improve the program for next year.

C. DFSS' Duties and Responsibilities

The City of Chicago's Department of Family and Support Services (DFSS) shall pay to CPS a maximum of \$150,000 to fund the De-escalation Program in accordance with Section 5.01 of the Agreement. DFSS will provide the De-escalation teams with contacts of the delegate agencies and work with the teams to respond to conflicts and provide additional site support and supervision.

**EXHIBIT D
TOTAL BUDGET**

Program Cost and Reimbursement Totals: DFSS will reimburse the Board for Program expenses as outlined in the "Scope of Services" in Exhibits A and C paid by the Board to students and coaches participating in the Summer Youth Employment Program and to De-escalation teams participating in the De-escalation Program. DFSS shall reimburse the Board up to but not in excess of \$687,768 based on the following programmatic costs in accordance with Section 5.01 of the Agreement.

CATEGORY	DFSS REIMBURSEMENT
Student Salaries – 892 Youth	\$529,848
8 Youth Coaches	7,920
De-Escalation Teams	150,000
TOTAL	\$687,768