

97-R-20

A RESOLUTION

Authorizing the City Manager to Execute the Professional Services Agreement with the Youth Job Center to Fund the Building Career Pathways to Sustainable Employment Program

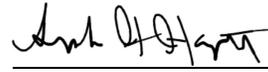
NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: The City Manager is hereby authorized and directed to sign the Professional Services Agreement (the “**Agreement**”) by and between the City and the Youth Job Center, an Illinois not-for-profit corporation. The Agreement is attached hereto as Exhibit 1 and incorporated herein by reference.

SECTION 2: The Agreement will fund an initiative called “Building Career Pathways to Sustainable Employment Program” that will provide not less than 20 disconnected and unemployed young adults who are low to moderate income Evanston residents (ages 18-25) with a career pathway plan that leads to educational/work trade certification, employment, supportive services, career counseling, educational support and transportation assistance over 24 months

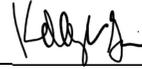
SECTION 3: The City Manager is hereby authorized and directed to negotiate any additional conditions of said Agreement that she deems to be in the best interest of the City.

SECTION 4: This Resolution shall be in full force and effect from and after its passage and approval, in the manner provided by law.



Stephen H. Hagerty, Mayor

Approved as to form:



Kelley A. Gandurski, Corporation
Counsel

Attest:

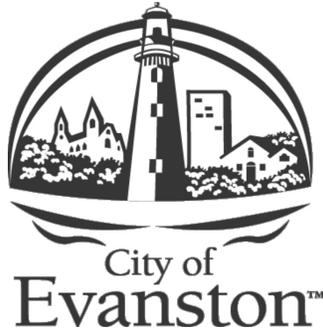


Devon Reid, City Clerk

Adopted: December 14, 2020

EXHIBIT 1

PROFESSIONAL SERVICES AGREEMENT



**CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT**

The parties referenced herein desire to enter into an agreement for professional services for

Building Career Pathways to Sustainable Employment Program 2020-2021

THIS AGREEMENT (hereinafter referred to as the “Agreement”) entered into this 30th day of October 2020, between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the “City”), and Youth Job Center Of Evanston, with offices located at 1114 Church Street, Evanston, Illinois, (hereinafter referred to as the “Consultant”). Compensation for all basic Services (“the Services”) provided by the Consultant pursuant to the terms of this Agreement shall not exceed \$55,200.

I. COMMENCEMENT DATE

Consultant shall commence the Services on November 2, 2020 or no later than three (3) DAYS AFTER City executes and delivers this Agreement to Consultant.

II. COMPLETION DATE

Consultant shall complete the Services by October 30, 2021. If this Agreement provides for renewals after an initial term, no renewal shall begin until agreed to in writing by both parties prior to the completion date of this Agreement.

III. PAYMENTS

City shall pay Consultant those fees as provided here: Payment shall be made upon the completion of each task for a project, as set forth in Exhibit A – Project Milestones and Deliverables. Any expenses in addition to those set forth here must be specifically approved by the City in writing in advance.

IV. DESCRIPTION OF SERVICES

Consultant shall perform the services (the "Services") set forth here: Services are those as defined in Exhibit A. Services may include, if any, other documented discussions and agreements regarding scope of work and cost (Exhibit D).

V. GENERAL PROVISIONS

A. Services. Consultant shall perform the Services in a professional and workmanlike manner. All Services performed and documentation (regardless of format) provided by Consultant shall be in accordance with the standards of reasonable care and skill of the profession, free from errors or omissions, ambiguities, coordination problems, and other defects. Consultant shall take into account any and all applicable plans and/or specifications furnished by City, or by others at City's direction or request, to Consultant during the term of this Agreement. All materials, buildings, structures, or equipment designed or selected by Consultant shall be workable and fit for the intended use thereof, and will comply with all applicable governmental requirements. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of City while working and to perform its Services in a manner which does not unreasonably interfere with the City's business and operations, or the business and operations of other tenants and occupants in the City which may be affected by the work relative to this Agreement. Consultant shall take all necessary precautions to assure the safety of its employees who are engaged in the performance of the Services, all equipment and supplies used in connection therewith, and all property of City or other parties that may be affected in connection therewith. If requested by City, Consultant shall promptly replace any employee or agent performing the Services if, in the opinion of the City, the performance of the employee or agent is unsatisfactory.

Consultant is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Consultant is an independent Consultant and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, Worker's Compensation Insurance. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Consultant acknowledges and agrees that should Consultant or its sub consultants provide false information, or fail to be or remain in compliance with this Agreement, the City may void this Agreement. The Consultant warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Consultant's work and all indemnity and insurance requirements.

The Consultant shall obtain prior approval from the City prior to subcontracting with any entity or person to perform any of the work required

under this Agreement. If the Consultant subcontracts any of the services to be performed under this Agreement, the subconsultant agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City's prior written consent. The Consultant shall be responsible for the accuracy and quality of any subconsultant's work.

All subconsultant agreements shall include verbatim or by reference the provisions in this Agreement binding upon Consultant as to all Services provided by this Agreement, such that it is binding upon each and every subconsultant that does work or provides Services under this Agreement.

The Consultant shall cooperate fully with the City, other City contractors, other municipalities and local government officials, public utility companies, and others, as may be directed by the City. This shall include attendance at meetings, discussions and hearings as requested by the City. This cooperation shall extend to any investigation, hearings or meetings convened or instituted by OSHA relative to this Project, as necessary. Consultant shall cooperate with the City in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.

Except as otherwise provided herein, the nature and scope of Services specified in this Agreement may only be modified by a writing approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

B. Representation and Warranties. Consultant represents and warrants that: (1) Consultant possesses and will keep in force all required licenses to perform the Services, (2) the employees of Consultant performing the Services are fully qualified, licensed as required, and skilled to perform the Services.

C. Termination. City may, at any time, with or without cause, terminate this Agreement upon seven (7) days written notice to Consultant. If the City terminates this agreement, the City will make payment to Consultant for Services performed prior to termination. Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the City Council, the City's obligations hereunder shall cease and there shall be no penalty or further payment required. In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Consultant shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source

documents, AutoCad Version 2007, PDF, ArtView, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Services herein.

D. Independent Consultant. Consultant's status shall be that of an independent Consultant and not that of a servant, agent, or employee of City. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of City. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of City. Consultant shall at its own expense comply with all applicable workers compensation, unemployment insurance, employer's liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant agrees to abide by the Occupational Safety & Health Act of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto.

E. Conflict of Interest. Consultant represents and warrants that no prior or present services provided by Consultant to third parties conflict with the interests of City in respect to the Services being provided hereunder except as shall have been expressly disclosed in writing by Consultant to City and consented to in writing to City.

F. Ownership of Documents and Other Materials. All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, AutoCad Version 2007, Excel spreadsheets, PDF, and other documents or materials required to be furnished by Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of City, and City shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Consultant. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, Consultant shall promptly deliver all such materials to City. Consultant shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working pages, without the prior written approval of City, provided, however, that Consultant may retain copies of the same for Consultant's own general reference. All other training materials, assessment tools, documents, and forms developed by Consultant for purposes other than fulfilling its obligations under this Agreement are and shall remain property of Consultant. The City may use said materials for training purposes only pursuant to this Agreement. Usage of said materials by the City beyond the scope of this Agreement shall require Consultant's written consent.

G. Payment. Invoices for payment shall be submitted by Consultant to City at the address set forth above, together with reasonable supporting

documentation, City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City's receipt of an invoice and all such supporting documentation.

H. Right to Audit. Consultant shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by City or City's authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Consultant, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Consultant is found to have been overstated, Consultant shall provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of City's expenses for and in connection with the audit respecting such invoice.

I. Indemnity. Consultant shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Consultant or Consultant's subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Consultant must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

Consultant shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its subconsultants' work. Acceptance of the work by the City will not relieve the Consultant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

J. Insurance. Consultant shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant, and insuring Consultant against claims which may arise out of or result from Consultant's performance or failure to perform the Services hereunder: (1) worker's compensation in statutory limits and employer's liability insurance in the amount of at least \$500,000, (2) comprehensive general liability coverage, and designating City as additional insured for not less than \$3,000,000 combined single limit for bodily injury, death and property damage, per occurrence, (3) comprehensive automobile liability insurance covering owned, non-owned and leased vehicles for not less than \$1,000,000 combined single limit for bodily injury, death or property damage, per occurrence, and (4) errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least \$1,000,000. Consultant shall give to the City certificates of insurance for all Services done pursuant to this Agreement before Consultant performs any Services, and, if requested by City, certified copies of the policies of insurance evidencing the coverage and amounts set forth in this Section. The City may also require Consultant to provide copies of the Additional Insured Endorsement to said policy(ies) which name the City as an Additional Insured for all of Consultant's Services and work under this Agreement. Any limitations or modification on the certificate of insurance issued to the City in compliance with this Section that conflict with the provisions of this Section shall have no force and effect. Consultant's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City. Consultant understands that the acceptance of certificates, policies

and any other documents by the City in no way releases the Consultant and its subcontractors from the requirements set forth herein. Consultant expressly agrees to waive its rights, benefits and entitlements under the "Other Insurance" clause of its commercial general liability insurance policy as respects the City. In the event Consultant fails to purchase or procure insurance as required above, the parties expressly agree that Consultant shall be in default under this Agreement, and that the City may recover all losses, attorney's fees and costs expended in pursuing a remedy or reimbursement, at law or in equity, against Consultant.

Consultant acknowledges and agrees that if it fails to comply with all requirements of this Section, that the City may void this Agreement.

K. Confidentiality. In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant's employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or conclusions which Consultant may make for City to any person, firm or corporation or use the same in any manner whatsoever without first obtaining City's written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant's control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, is applicable. Vendor shall indemnify and defend the City from and against all claims arising from the City's exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

L. Use of City's Name or Picture of Property. Consultant shall not in the course of performance of this Agreement or thereafter use or permit the use of City's name nor the name of any affiliate of City, nor any picture of or reference

to its Services in any advertising, promotional or other materials prepared by or on behalf of Consultant, nor disclose or transmit the same to any other party without the City's express written consent.

M. No Assignments or Subcontracts. Consultant shall not assign or subcontract all or any part or its rights or obligations hereunder without City's express prior written approval. Any attempt to do so without the City's prior consent shall, at City's option, be null and void and of no force or effect whatsoever. Consultant shall not employ, contract with, or use the services of any other architect, interior designer, engineer, consultant, special contractor, or other third party in connection with the performance of the Services without the prior written consent of City.

N. Compliance with Applicable Statues, Ordinances and Regulations. In performing the Services, Consultant shall comply with all applicable federal, state, county, and municipal statues, ordinances and regulations, at Consultant's sole cost and expense, except to the extent expressly provided to the contrary herein. Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its own expense, criminal and driver history background checks of Consultant's officers, employees, subcontractors, or agents. Consultant shall immediately reassign any such individual who in the opinion of the City does not pass the background check.

O. Liens and Encumbrances. Consultant, for itself, and on behalf of all subcontractors, suppliers, materialmen and others claiming by, through or under Consultant, hereby waives and releases any and all statutory or common law mechanics' materialmens' or other such lien claims, or rights to place a lien upon City property or any improvements thereon in connection with any Services performed under or in connection with this Agreement. Consultant further agrees, as and to the extent of payment made hereunder, to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and a release of lien respecting the Services at such time or times and in such form as may be reasonably requested by City. Consultant shall protect City from all liens for labor performed, material supplied or used by Consultant and/or any other person in connection with the Services undertaken by consultant hereunder, and shall not at any time suffer or permit any lien or attachment or encumbrance to be imposed by any subConsultant, supplier or materialmen, or other person, firm or corporation, upon City property or any improvements thereon, by reason or any claim or demand against Consultant or otherwise in connection with the Services.

P. Notices. Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed if to City as follows: City of Evanston, 2100 Ridge Avenue, Evanston, Illinois 60201,

Attention: Purchasing Division and to Consultant at the address first above set forth, or at such other address or addresses as City or Consultant may from time to time designate by notice given as above provided.

Q. Attorney's Fees. In the event that the City commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Consultant, or arising out of a breach of this Agreement by Consultant, the City shall recover from the Consultant as part of the judgment against Consultant, its attorneys' fees and costs incurred in each and every such action, suit, or other proceeding.

R. Waiver. Any failure or delay by City to enforce the provisions of this Agreement shall in no way constitute a waiver by City of any contractual right hereunder, unless such waiver is in writing and signed by City.

S. Severability. In the event that any provision of this Agreement should be held void, or unenforceable, the remaining portions hereof shall remain in full force and effect.

T. Choice of Law. The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute under this Agreement. The City does not waive tort immunity by entering into this Agreement.

U. Time. Consultant agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Consultant shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

V. Survival. Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Consultant.

VI. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Consultant's noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the City, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of the contract, the Consultant agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.

B. That, in all solicitations or advertisements for employees placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

VII. SEXUAL HARASSMENT POLICY

The Consultant certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105 *et. seq.*), that it has a written sexual harassment policy that includes, at a minimum, the following information:

- A.** The illegality of sexual harassment;
- B.** The definition of sexual harassment under State law;
- C.** A description of sexual harassment utilizing examples;
- D.** The Consultant's internal complaint process including penalties;
- E.** Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and
- F.** Protection against retaliation as provided to the Department of Human Rights.

VIII. CONSULTANT CERTIFICATIONS

A. Consultant acknowledges and agrees that should Consultant or its subconsultant provide false information, or fail to be or remain in compliance with the Agreement, the City may void this Agreement.

B. Consultant certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. Section 1201 *et seq.*) and applicable rules in performance under this Agreement.

C. If Consultant, or any officer, director, partner, or other managerial agent of Consultant, has been convicted of a felony under the Sarbanes-Oxley Act of

2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Consultant certifies at least five years have passed since the date of the conviction.

D. Consultant certifies that it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State in the U.S., nor made any admission of guilt of such conduct that is a matter of record. (720 ILCS 5/33 E-3, E-4).

E. In accordance with the Steel Products Procurement Act, Consultant certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the U.S. unless the City grants an exemption.

F. Consultant certifies that it is properly formed and existing legal entity, and as applicable, has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

G. If more favorable terms are granted by Consultant to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms shall be applicable under this Agreement.

H. Consultant certifies that it is not delinquent in the payment of any fees, fines, damages, or debts to the City of Evanston.

IX. INTEGRATION

This Agreement, together with Exhibits A sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement. This Agreement has been negotiated and entered into by each party with the opportunity to consult with its counsel regarding the terms therein. No portion of the Agreement shall be construed against a party due to the fact that one party drafted that particular portion as the rule of *contra proferentem* shall not apply.

In the event of any inconsistency between this Agreement, and any Exhibits, this Agreement shall control over the Exhibits. In no event shall any proposal or contract form submitted by Consultant be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibits hereto shall be part hereof.

IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the day, month and year first above written.

CONSULTANT:

**CITY OF EVANSTON
2100 RIDGE AVENUE
EVANSTON, IL 60201**

By _____

By: _____

Its: _____

Its: _____

FEIN Number: _____

Date: _____

Date: _____

EXHIBIT A

This EXHIBIT A to that certain Consulting Agreement dated 9th day of September, 2019 between the City of Evanston, 2100 Ridge Avenue, Evanston, Illinois, 60201("City") and Youth Job Center Of Evanston sets forth the Commencement and Completion Date, Services, Fees, and Reimbursable Expenses as follows:

COMMENCEMENT DATE: September 9, 2019

COMPLETION DATE: August 31, 2020

Budget:

The Youth Job Center shall be financially responsible for the furtherance of the program and the direct and indirect costs specifically determined to be as follow:

- \$23,000 for to provide personalized wrap around services support to 20 individuals
- \$25,000 for on-the-job training salaries, taxes, subsidized internships for program participants
- \$4,000 for customized job related training
- \$1,200 for program materials and training supplies
- \$2,000 for transportation support
- \$0 for job readiness training
- Total: \$55,200 to support

Scope of Work:

YJC will support 20 Evanston youth and young adults in the "Sustainable Employment Program," supporting youth through training, personalized advising, supportive services, subsidized internships and continued educational opportunities. YJC staff will work with young adults to develop a career pathway plan that meets their needs and continues to move them toward living-wage jobs in careers with advancement opportunities. YJC estimates that approximately half of the youth served need immediate work and time to build skills and stabilize before able to be successful in training or Career Pathways programs.

• 20 Evanston youth and young adults will be enrolled in the program. Of these:	
• 10 young adults will enroll in Career Pathways or short-term training programs leading to industry-recognized certification. These youth will receive continued high level of personalized, ongoing support from YJC to ensure success in training and retention on the job, once placed.	• 10 young adults will be placed into jobs, and where appropriate, enrolled in YJC's Lasting Impact initiative to receive retention support, stabilization services and ongoing career planning, leading to training or advancement opportunities.
YJC will leverage support from other programs to provide job-readiness training, retention support and additional supportive services for these youth.	

YJC staff will work with participating employers to ensure retention in permanent employment.

**For City Council meeting of October 26, 2020
Item: Resolution Agreement with Youth Job Center for Career Pathways Program
For Action**



Memorandum

To: Honorable Mayor and Members of the City Council

From: Ike C. Ogbo, Director, Health and Human Services Department
Audrey Thompson, Community Services Manager

Subject: 97-R-20 a Resolution Authorizing the City Manager to Executive the Professional Service Agreement with the Youth Job Center of Evanston, to Fund Building Career Pathways to Sustainable Employment Program

Date: October 19, 2020

Recommended Action:

Staff recommends City Council adoption of Resolution 97-R-20 authorizing the City Manager to execute the 2020-2021 agreement with the Youth Job Center of Evanston Inc. (YJC) (1114 Church Street, Evanston, IL 60201) to provide not less than twenty disconnected and unemployed young adults who are low to moderate income Evanston residents (ages 18-25) with a career pathway plan that leads to educational/work trade certification, employment, supportive services, career counseling, educational support and transportation assistance for 12 months in an amount not to exceed \$55,200.00 for FY 2020-2021.

Funding Source:

Funding for this agreement is budgeted in Health and Human Services Department Community Services, Youth and Young Adult Engagement Division Budget Unit 176.24.3215.62490 which has a FY 2020 budget of \$220,000 and a YTD balance of \$156,123.61 prior to this agreement. Costs amount to approximately \$2,760.00 per participant.

The City of Evanston shall be financially responsible for the furtherance of the program. The Youth Job Center of Evanston shall be the employer of record. The direct and indirect costs shall be \$25,000.00 for on the job training salaries for 20 program participants (@\$1,250.00 each); \$2,000.00 for transportation support; \$4,000.00 for customized training, \$1,200.00 for program materials and training supplies; \$23,000.00 for mandatory orientation, intake and job-readiness assessment, skill building activities, employability action plan, record documentation, job portfolio, mock interviews and coaching, personalized job referrals, individualized career pathways counselor

consultations, and 6 month, 12 month, 18 month, and 24 month job retention benchmark incentives and follow up.

Summary:

In 2012, the City contracted with YJC to implement the pilot year of the Building Career Pathways to Sustainable Employment Program. YJC was selected as a partner because it is a successful employment/training agency within the City that focuses upon job-readiness and job-placement for at-risk youth and young adults. Its mission is to ensure success for young people in the workplace and in life. YJC has a proven track record of excellence placing more than 1,700 young people each year in various positions and training programs. It has developed many long-term relationships with employers who are committed to hiring individuals after successful on-the-job training and credential attainment.

Continued utilization of the YJC avoids the duplication of services and provides the best method for implementing the Youth and Young Adult Division's Workforce Training and Employment Programs. YJC has partnered with the City for many years in providing employment services to Youth and Young Adults in the community and receives CDBG funding for such initiatives.

The "Building Career Pathways to Sustainable Employment Program" has been developed and modeled after successful national best practices. One such model was highlighted in the Joyce Foundation's July 2010 "*Shifting Gears: State Innovation to Advance Workers and the Economy in the Midwest*" report. That report defined career pathways as – "a series of connected education and training programs and support services that enable individuals to get jobs in specific industries, and to advance over time to successfully complete higher levels of education and work in that industry."¹ These programs include "embedded" or "stackable" credentials connected to each step in the pathway. These credentials, such as occupational certificates, have value to employers by themselves, and also build toward longer technical diplomas and degrees.

A more recent documentation and validation of this Workforce Training and Employment approach can be found in the March 2016 MDRC (*formerly known as Manpower Research Demonstration Corporation*) Issue Brief (www.mdrc.org). In the brief, researchers note that "career pathways approaches are efforts to build more coherent and easily navigable systems providing skills training, credentials, supports, and employment." The brief concludes that work-based learning is an effective method for teaching skills that are valued in the labor market and a powerful incentive to keep individuals engaged and gain access to industry and careers. For the disengaged, on-the-job training experiences can be part of an incentive structure that encourages them to strive, persist, and succeed.

The results of the initial pilot program have been impressive and are consistent with other national models using these workforce development strategies. To date there have been 143 participants. Eighty-nine percent of participants completed Job Readiness Training. Eighty-four percent of the participants were placed in on-the-job

training and/or direct hire placements. Sixty percent were placed in long-term employment – this percentage is markedly above the national averages for programs of this nature. Sixty-three of the 143 participants or 44% completed certification programs.

Internship industries have included: Retail, Healthcare, Social Services, Food Service, Security, Education, Public Administration, Sports/Recreation, Construction, Administrative/Clerical, Automotive Repair & Maintenance, and Culinary/Food Prep.

Internship Worksites have included: City of Evanston, Evanston School District 65, Manor Care Health Services, TJ Maxx, Douglas Center, Allied Barton Security Services, Northshore Solar LLC, St. Francis, McGaw YMCA, Auto Barn, Duxler Auto, Evanston Rebuilding Warehouse, Curt's Café, Edzo's Burgers, Midas, The Recyclery Collective, Canal Shores Golf Course, YoFresh Yogurt Café, Greenwise Organic Lawn Care, Spice House, LLC, S&C Electric Company, and Collective Resources.

Credentialed Pending/Attained have included: National Retail Federation (NRF), Customer Service, PERC card, OSHA 10-hour card, Direct Support Professional (DSP), Food Service Sanitation, Emergency Medical Technician (EMT), Oakton Community College Certifications (Auto/Culinary), ServSafe, Illinois Food Handler's Card, Basset Certification, and Recyclery Certifications.

Participants in the program complete pre-meeting assessments and orientations with Division staff. Once completed, YJC and City staff develop individualized participant caseloads. Participants are required to meet the minimum criterion that has been established for the pathway they have chosen (i.e. skills assessment, availability, high school diploma, etc.), as if they were directly applying to the positions.

All participants receive supportive services, career counseling, job readiness training, program stipends, educational support, and transportation assistance, if necessary. They are eligible for 200+ hours of paid training for entry level positions leading to educational/work trade certifications.

Listed below is a summary of the scope of work to be performed by YJC:

- Assume all costs for all training, materials, etc., including any additional supplemental support needed to ensure an individual's success such as transportation vouchers.
- Pay job readiness stipends and subsidized wages earned during training internship.
- Provide counseling and coaching, supportive follow-up services to individuals. YJC will also provide regularly scheduled updates to Youth and Young Adult Division staff on the progress of individuals enrolled in the program.

Youth and Young Adult Division staff recruits young adults in the community and identifies Evanston residents that would benefit from this program. Additionally, other

City departments and partner agencies in the city such as the Moran Center and Evanston School District 202 provide referrals to the Division.

Youth and Young Adult Program staff and YJC Job Counselors follow the progress of individuals enrolled in the program and their placement in employment over a 24 month period. Research shows that follow up services are critical to the success of disengaged and disconnected “Opportunity Youth”. The successful partnership with YJC provides the educational and workforce related resources that are not always available to the City of Evanston.

Attachments:

Resolution 97-R-20

Agreement with Youth Job Center of Evanston Inc.

Service Delivery Model

COE- YJC Service Delivery Model

Intake and Assessment

- Attend mandatory new client orientation
- Complete all required intake forms
- Provide all necessary documentation to determine eligibility
- Complete initial job-readiness assessment
- Review job-readiness results to identify skills, employability levels and plan of action
- Registered for mandatory job-readiness training workshops
- Assigned to employment counselor

Employment Counseling and Skill Development

- Individuals must complete **mandatory job skills training workshops (10 sessions)** before meeting w/ employment counselor or receiving job referral
- Develop an Individualized Employment Action/Credential Plan w/timelines
- Clients may be referred to other programs (**SCA, OOSY, Outpost**) as necessary, for additional training and skill building activities
- An “employer referral” is given only when it is determined the client is “**job-ready**” and meets the basic employment standards:
 - Have a completed job portfolio (includes: job application information, resume and reference list, cover letter, copies of diplomas, certificates, etc.)
 - Passing score on 2 mock interviews
 - Interview attire reviewed/approved by employment counselor(s)

Job Placement and Career Path Development

- Clients must attend all required meetings w/employment counselors
- Receive personalized job referral letters to employers for full, part-time, temporary and/or “odd jobs.”
- Receive referrals to **paid work experiences and internship opportunities** if eligible
- Receive exclusive and ongoing job leads via email, face-book, phone and regular mail
- Receive personalized job referrals for exclusive job fairs, onsite recruitment events and other employment related activities
- Ongoing employment coaching, career development counseling , and mentoring

Post Placement and Job Retention Support (24 months)

- Regular meetings and site visits w/ clients and their employer to check on progress and status
- Employed clients achieving the 12 month benchmark will receive a customized “post-employment/career pathway plan” for potential career advancement opportunities
- Job retention incentives for clients meeting job retention goals at the 6 month, 12 month, 18 month and 24 month benchmarks (i.e. gift and transit cards, client recognition, speaking opportunities at major YJC events, scholarship opportunities, etc.)
- Ongoing employment coaching and career counseling
- Employed clients may **also** be selected to participate in the “**W.I.L.L. Career Advancement program**” or serve on the “**YJC Young Ambassadors Leadership Council**” where they will represent the YJC at conferences, events, in the media, etc.
- **YJC Alumni Group Involvement**