

73-R-18

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:

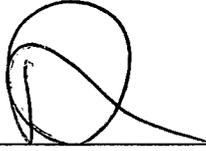
SECTION 1: The City Manager is hereby authorized and directed to sign the Professional Services Agreement (the “**Agreement**”) by and between the City and the Youth Job Center, an Illinois not-for-profit corporation. The Agreement is attached hereto as Exhibit 1 and incorporated herein by reference.

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 he deems to be in the best interests 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.

Attest:



Devon Reid, City Clerk

Adopted: October 3, 2018



Stephen H. Hagerty, Mayor

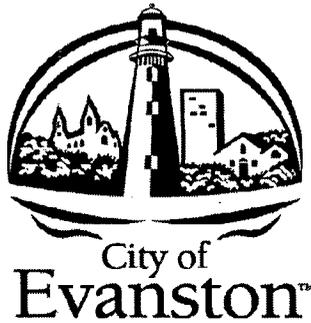
Approved as to form:



Michelle L. Masoncup, Corporation
Counsel

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 2018

THIS AGREEMENT (hereinafter referred to as the "Agreement") entered into this 5th day of November, 2018, 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 5, 2018 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 August 31, 2019. 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 1st day of September, 2013 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: November 5, 2018

COMPLETION DATE: August 31, 2019

FEES: The City of Evanston shall be financially responsible for the furtherance of the program and the direct and indirect costs specifically determined to be \$25,000.00 for on the job training salaries for 20 program participants (@\$1,250.00 each); \$2000.00 for job readiness training; \$4000.00 for supportive services that include transportation and state certification and testing fees, and child care for all program participants; \$1,200.00 for program materials and 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 bench mark incentives and follow up.

The Youth Job Center will provide monthly invoices to the City requesting payment. This will be submitted in accordance with the Consultant invoice submittal deadlines; schedule will be provided by City. If the invoice needs adjustment or explanation, Consultant will work with the City to adjust or explain the invoice. Once the invoice is agreed upon by both parties, it shall be submitted for processing and be paid by the City billing procedure.

SERVICES/SCOPE OF WORK: This agreement for services is to facilitate year five of the "Building Career Pathways to Sustainable Employment Program"

The scope of the pilot "Building Career Pathways to Sustainable Employment Program" for the City of Evanston includes the following components:

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.

<ul style="list-style-type: none"> • 20 Evanston youth and young adults will be enrolled in the program. Of these: 	
<ul style="list-style-type: none"> □ 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. 	<ul style="list-style-type: none"> □ 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.
<p>YJC will leverage support from other programs to provide job-readiness training, retention support and additional supportive services for these youth.</p>	

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

1. YJC will provide an on-the-job training/internship program that will train up to 20 clients (ages 18-25) vetted and selected by representatives from YJC and the City of Evanston.
2. Positions shall be paid entry level and participants shall be provided with all required background trainings.
3. Participants will be required to meet minimum criterion established by the parties that may include skills assessment, participant availability, and high school diploma/GED.
4. YJC shall administer all program costs for trainings, materials, supplemental support that may include transportation vouchers, uniforms, and subsidies for business attire.
5. YJC shall pay a training stipend to participants that successfully complete the job readiness training.
6. YJC shall pay the work experience wages for participants that successfully complete the post-training internship. Those wages shall cover approximately 200 or more required hours.
7. YJC will provide ongoing counseling and coaching, and follow-up services to every participant following the completion of the internship.
8. In collaboration with City of Evanston staff, YJC program staff will develop a career pathways plan for participants that include evaluation and assessment.
9. YJC program staff to recruit and facilitate participant selection strategies and activities in collaboration with City of Evanston staff.

10.YJC program staff to foster career counseling, coaching, mentoring and employment retention activities.

City of Evanston Career Pathways Report October 2012 – May 2018

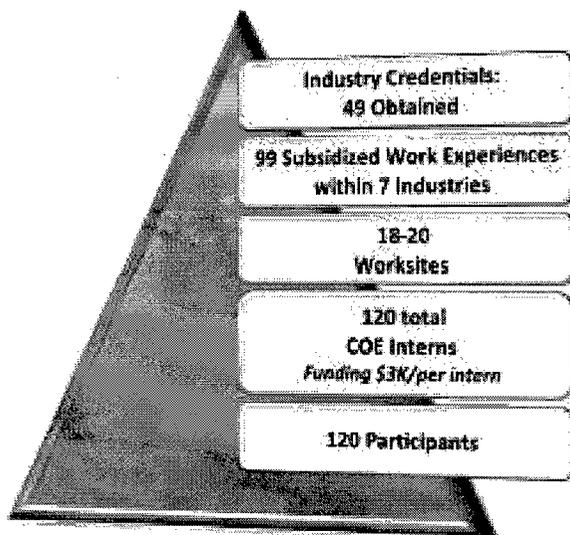
The results since the program's inception in October 2012 are impressive: Of the 120 participants recruited, 99 participants were placed in subsidized work experiences and/or direct-hire placements, with 72 ultimately placed in long-term employment. Of the participants, 57 completed certification programs. Participants in our current cohort are nearing completion of internships and are already receiving offers of permanent placement from their employers. At the conclusion of their internship, participants not placed will continue to receive job placement and support services from YJC staff. The City of Evanston staff invested approximately \$3,000/per participant to fund the program and received regular updates from YJC staff throughout program delivery.

Work Readiness Training (WRT)

- **Total:** 120 participants in the City of Evanston Program since October 2012
- **Work Readiness Training Completion:** - 104 City of Evanston participants completed WRT (87%)
- **Work Readiness Training Non-Completion:** - 8 City of Evanston participants did not complete WRT
- **Work Readiness Training Didn't Enroll:** 8 City of Evanston Interns were fast-tracked because they were work ready

Participant Placement

INTERNSHIP RECRUITMENT & PLACEMENT

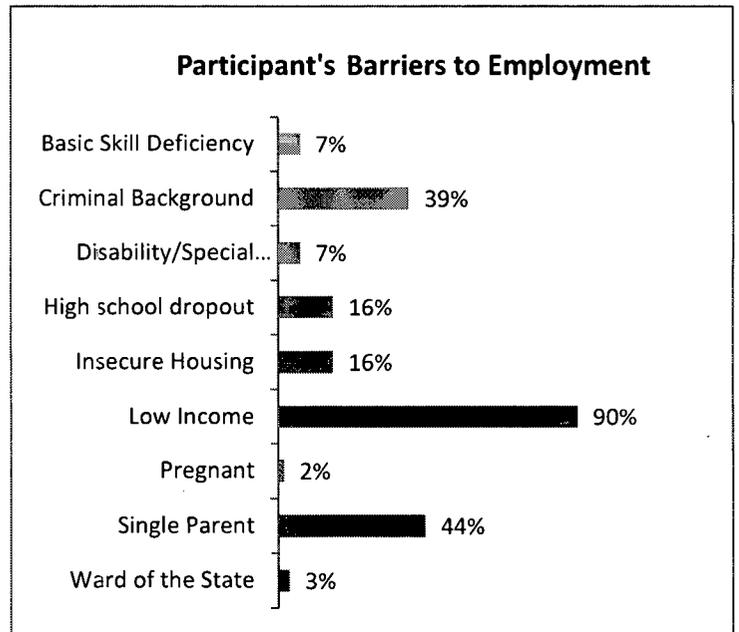


- **Total Interns:** 120 participated in the COE Program
- **Funding:** Approximately \$3,000/per participant from the COE
- **Internship Industries:** Retail, Healthcare, Social Services, Food Service, Security, Education, Public Administration, Sports/Recreation, Construction, Administrative/Clerical, Automotive Repair & Maintenance, and Culinary/Food Prep
- **Internship Worksites:** Evanston School District 65, Manor Care Health Services, TJ Maxx, Douglas Center, City of Evanston Public Works, Fleetwood-Jourdain Community Center, Robert Crown Community Center, Allied Barton Security Services, NorthShore Solar, LLC, St. Francis, McGaw YMCA, Auto Barn, Duxler Auto, Curt's Café, Edzo's Burgers, Midas, The Recyclery Collective and Collective Resources
- **Credentials Attained** (and pending): National Retail Federation (NRF) Customer Service, PERC card, OSHA 10-hour card, Direct Support Professional (DSP), Food Service Sanitation, and Emergency Medical Technician (EMT), Oakton Community College Certifications (Auto/Culinary) ServSafe, Illinois Food Handler's Card, IL Driver's License, Basset Certification, CPR, First Aide and Recyclery Certifications

Program Overview

YJC's Career Pathways program continues to support young adults in moving towards stabilization, a path to a living-wage career and the ability to take pride in their contribution to society. The partnership between the City of Evanston (COE) and the Youth Job Center (YJC) offers a comprehensive program for under- and unemployed at-risk youth in Evanston. YJC and COE work together on recruitment after which YJC staff provide training, personalized advising, skills specific training and/or referrals to jobs based upon the needs, goals and current situation of each participant. The following components are available to these participants:

- Training
 - Work Readiness Training
 - Industry Specific Job Skill Trainings
- Employment referrals & placements
 - Internships
 - Direct Hires
- Ongoing employment support
 - Personalized advising
 - Transportation assistance
 - Professional Clothing/Work clothes
 - Referrals to supportive services, including housing, childcare, other
- Education
 - Certifications
 - Other, e.g. GED, short-term programs, etc.



COE interns are high-risk youth, often with *multiple* barriers. This graph represents a historic estimate of participants in this program.

Costs

The City of Evanston invests approximately \$3,000/per participant to fund the program which covers elements of the following:

- Stipends for Work-Readiness Training
- Stipends during Career Pathways training programs – YJC's Auto Maintenance and Repair, Culinary, Retail and more
- Subsidized Internships – paying full or partial costs for participants to be hired by employer partners and develop the skills on the job while learning them in the training programs (\$2,000 per participant)
- Costs for non-YJC Career Pathways programs - Certified Nurses Aide (CNA), Security, IT, Food handling
- Transportation
- Emergency Supportive Services
- YJC staffing
- Other

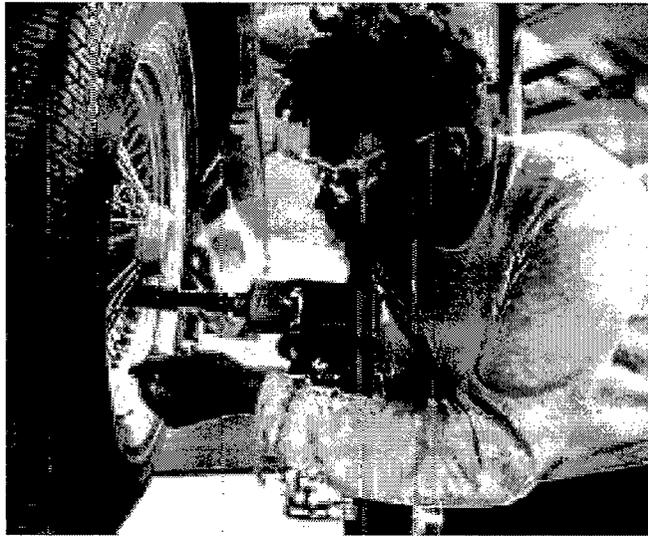
Career Pathways Improvement Strategies

YJC is focused on developing the paths that most effectively and efficiently support these young adults onto a path to economic success. In pursuing that focus, YJC recognizes the importance of delivering our best work, while partnering with other agencies to provide a community web of support for our participants.

In recent years, YJC has tested and developed specific Career Pathways programs. The agency continues to explore the development of new industry-specific trainings with a cohort model but has found there are many already existing in our communities that provide high-quality programming and exceptional expertise. YJC's staff have found that Career Pathways provide an exceptional opportunity to the young adults who are ready to benefit from the experience. Two modifications that have been made in recent years are:

- YJC focuses on a few Career Pathways and leverages the expertise of others.
 - YJC's Auto Maintenance and Repair program fills a unique niche and attracts strong candidates. The instructor has consistently delivered high-quality programming in partnership with ETHS, resulting in strong participation and completion for participants. The cohort model is particularly strong and results in building community as well as skills, and staff have observed increased collaboration amongst participants.
 - YJC has developed a Customer Service/Retail Career Pathway in partnership with a few strong employer partners, including Gap stores and Starbucks. These customer service competencies are the foundational skills for most jobs, and those that employers consistently state are critical for their success.
 - YJC leverages the high-quality Career Pathways programs that already exist in our communities, providing the connectivity outside of those external training programs, including supportive services, continued personalized advising, and supplemental training and support to best position the participant for success. Examples include Manufacturing training with JARC and Symbol, Healthcare in partnership with CVS Caremark, IT with National Able as well as others.
 - Program participants can also choose an individualized career track for other fields of interest that might include childcare, transportation/logistics, manufacturing, carpentry and the building trades. YJC leverages its employer and community partnerships to serve each individual participant in the career path matching their assessed skills and interests.
- YJC positions young people to be successful at their individual point on the continuum
 - Some young adults are poised to be successful in a training program with strict requirements for attendance and work participation. However, others may not be ready and will require an opportunity to work and build success on the job before stepping onto a clearer path to a career.
 - YJC Staff experience the greatest success when a participant has both a true interest in the work and is in a stable enough place to benefit from a program and this can vary greatly by participant. One young person who is homeless may make it to work every day, while another in the same situation cannot. Our Career Advisors recognize that each person's unique situation and motivation will require customization for when they are placed in specific programs.

YJC's WRT builds the foundational skills required to be successful on the job, in the training programs and in the community. YJC's Career Advisors, trainers and volunteers represent strong role models and powerful examples of the various paths we can pursue. Personalized Career Advising provides customized support for each participant in everything from critical thinking to self-efficacy to personal responsibility to effective decision-making processes.



YJC continues to improve programs in the following ways:

- 1) Improved intake process to better understand what each youth needs at this moment in time
- 2) Better assessment tools to invest in youth success
- 3) Increased understanding of trauma-informed care
- 4) Deeper employer relations to better understand employer needs while helping them develop best practices in hiring, orientation and increasing retention of staff
- 5) Improved monitoring and evaluation of YJC programs

Employer Quotes:

Our Employer Partners continue to share how YJC participants provide invaluable services

"They are good workers, very cooperative and willing to assist in whatever way possible, great attitude."

Victor Edgar Sanchez, Owner, Midas

"Dependable, always on time to work and ready to work."

Erlene Howard, Owner, Collective Resource

"I'm very pleased with his work ethic, his willingness to help everybody, and his initiative to get the job completed."

Jim Janisch, Owner Supreme Auto

Conclusion:

There are currently approximately **5.5 million Opportunity Youth nationally**, defined as 16-24-year-olds not connected to work or school, with an estimated 90,000 in the greater Chicagoland area. The fluid borders and shifting demographics between Chicago and Evanston result in challenges as we work to address the needs of young adults who become disconnected from work and school.



It is estimated that each Opportunity Youth costs taxpayers \$13,890 annually. Taking into account lost earnings, lower economic growth and lower tax revenues, this number balloons to \$37,000 per year per youth,¹ according to a 2012 report by economists from Columbia University and the City University of New York. As these young adults also experience a reduction in opportunity during their early adulthood, the full cost is likely a far greater number than that single annual amount. With even a conservative estimate for the 120 young adults served through this program, with a minimum of 72 placed in long-term employment, the savings likely reaches upwards of more than a \$1M.

What if we don't help these young people find jobs?

Research conducted by Chicago's Urban Labs found that connecting youth to summer jobs resulted in a correlating 43 percent reduction in violence. Further research must be done to determine the ultimate results in seeing a reduction in violence, incarceration and lost lives. As one young woman stated, "My friend would be alive today if he had had a job."²

The Cost of Opportunity Youth

- Estimated Cost to taxpayers:
- **\$13,890** annually per youth per year
- Estimated Cost including lost earnings, economic growth and taxes: **\$37,000** per youth per year
- Increased Violence

YJC's two-pronged approach:

YJC staff are working to address this issue in Evanston:

- YJC is committed to working with young adults to build skills experience success on the job, connect to ongoing growth opportunities, whether in work or education and ultimately step onto a path with opportunities for advancement and continued growth. Depending on the young person's experiences and barriers faced, this can range from direct placement in Career Pathways programs to multiple steps towards stabilization, such as securing stable housing, before starting the process of future planning.
- Prevention: In YJC's in-school youth programs, we are focusing on postsecondary planning for options other than college, including paths to careers in manufacturing, healthcare, IT and Retail. Students embark on these paths through apprenticeships, on-the-job training or short-term training programs leading to certification. Providing young people with options BEFORE they become disconnected has the potential to result in significant social and economic benefits for our community.

¹ <http://www.chicagotribune.com/business/ct-thrive-10000-opportunity-0314-biz-20170313-story.html>

² <https://greatcities.uic.edu/wp-content/uploads/2016/02/ASN-Report-v5.2.pdf>

Appendix YJC Programs



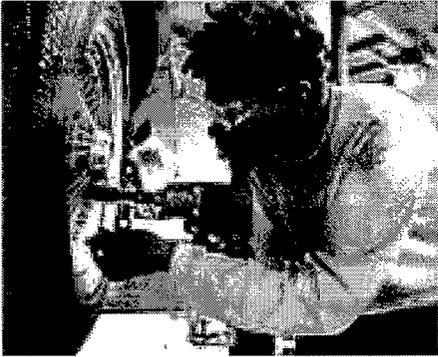
Youth Job Center
Getting a job. Launching a future.

PROGRAMS

Youth Job Center provides support to Out of School Youth (OSY) up to age 25. We help them build skills, make connections and experience success in the workplace to build toward a living-wage career that meets their individual needs and interests.

Programs include:

- Core Training** – Work-readiness Training and personalized one on one support from a YJC Career Advisor
- Job Placement and Retention Support** – YJC has relationships with employers in multiple sectors. We are developing a pilot program for intensive retention support to ensure that young people identify barriers on the job and experience continued success.
- Career Pathways** – YJC hosts skills specific training programs (Auto Maintenance and Retail) and works with other agencies to refer to programs in IT, Healthcare, Manufacturing and more.
- WIOA** – for youth facing significant barriers, YJC's support through this federal program provides supportive services and funding for education and training programs.





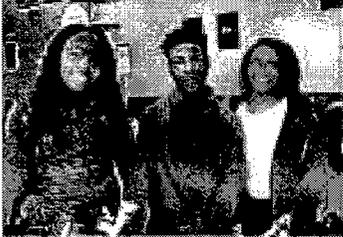
Youth Job Center
Getting a job. Launching a future.

PROGRAMS

Youth Job Center provides support to In School Youth (ISY) focusing in two priority areas: postsecondary planning to ensure a successful transition at graduation and connections to seasonal and summer jobs.

Support includes:

- Postsecondary planning** – focusing on jobs, apprenticeships and short-term training programs, YJC provides information and connection to career options outside of the college path. Staff participate in each school's postsecondary leadership team (PLT) to identify students and provide customized support.
- Seminar class training** – In partnership with Uniqs, YJC provides work-readiness trainings in the classroom. These include professionalism skills, resume development, mock interviewing, workplace expectations, conflict resolution and more.
- Personalized advising** – YJC has a staff person in the school four days each week providing additional support to students on an one.
- Hiring Events** – YJC brings employers onsite to interview students, coordinating customized trainings in advance.
- Other** – Each school is unique and YJC works with the school teams to coordinate efforts and focus on each student's needs.





Youth Job Center

Getting a job. Launching a future.

PROGRAMS

Youth Job Center provides support as students **TRANSITION** into their adult lives.

Support includes:

• **Outreach to students prior to graduation.** After students are identified as being at risk of not transitioning successfully at graduation, YJC OSY staff reach out to students through their ISY contacts. We provide ongoing support as students graduate, helping connect them to programs and jobs.

This is a growing area of work for YJC, particularly in becoming an expert in the options available, the requirements of each and how much support each young person needs for success.

