

9/18/2018

**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

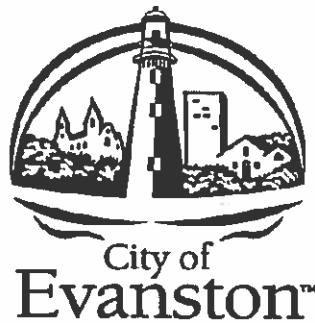
Approved as to form:



\_\_\_\_\_  
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 5<sup>th</sup> 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.

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

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.

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

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:



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.

## **EXHIBIT A**

This EXHIBIT A to that certain Consulting Agreement dated 1<sup>st</sup> 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"

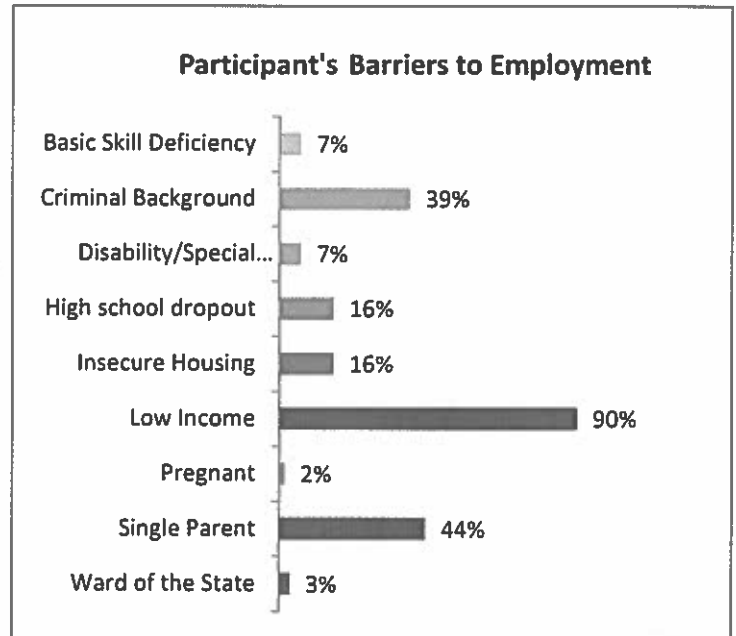
The scope of the pilot "Building Career Pathways to Sustainable Employment Program" for the City of Evanston includes the following components:

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.

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

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



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**

## 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 schools' postsecondary leadership team (PLT) to identify students and provide customized support.
- Seminar class training** – In partnership with Umoja, 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 students' needs.

