

## **Agreement for Third Party Administration Services**

Communities in Schools of Aurora (CIS) agrees to provide to the CITY OF AURORA the following professional services and the CITY OF AURORA contracts for such services and agrees to pay for them, all for the fees and on the terms and conditions set forth herein.

### **1. PURPOSE**

The purpose of this agreement is to provide professional services to the CITY OF AURORA as a Third Party Administrator (TPA) for Youth Programs as described in the proposal submitted by the TPA, attached to this agreement and dated April 1, 2020.

### **2. PARTIES TO THE AGREEMENT**

The parties to this agreement are the CITY OF AURORA, A MUNICIPAL CORPORATION of the State of ILLINOIS, herein referred to as “City,” and COMMUNITIES IN SCHOOLS OF AURORA, a NOT FOR PROFIT CORPORATION, existing or formed under the laws of the State of ILLINOIS hereinafter referred to as “Third Party Administrator” (TPA).

This agreement expressly contemplates that certain services will be subcontracted to other providers as detailed in the proposal submitted by CIS.

### **3. PROJECT SUPERVISION**

Theresa Shoemaker will be the manager for the TPA. The City shall, by letter delivered to the TPA within ten (10) days of execution of this agreement, designate a program manager for the City. Either party may rely on the representations, approvals, and other actions of the project manager of the other party. Neither party may designate a new project manager except with the express written consent of the other party, which consent may not be unreasonably withheld.

### **4. SERVICES**

The services to be provided are set forth in detail in the attached TPA proposal. The services provided by the TPA shall be deemed to be incorporated herein by reference whether it is attached to this agreement and executed at the same time as this agreement or prepared and/or executed separately at a later date. In any case, where the services may be unclear or where the dealing of the parties deviates from the services by mutual written agreement, this agreement shall be construed in accordance with the purpose set forth in Section 1.

### **5. PRICE**

The TPA shall provide the services set forth in the proposal submitted by the TPA to the City, for a total price not to exceed the amount of \$200,000. CIS will cooperate and assist with the administration of surveys and data collection. Programs proposed by CIS will be approved by the Community

Services Department and Youth & Senior Services Division during the program period. The TPA shall bill the City monthly, based on a time and material basis. The services include the following categories as detailed in the attached proposal:

- Educational Summer Camps
- Drama Camp

<b>Program</b>	<b>Dates</b>	<b>Location</b>	<b>Hours</b>	<b>Program Type</b>
ED Summer Camp	June 2020	TBD 21 <sup>st</sup> CCLC East Aurora School District and City Camp at Magnet	Mon – Thurs 11:30am-3:00pm Magnet 8:30 – 2:00	Summer Camp Elementary and Middle School Students
ED Summer Camp	June 2020	TBD 21 <sup>st</sup> CCLC West Aurora School District and City Camp at site tbd	Mon – Friday 8:30am-2:00pm	Summer Camp Elementary Students
ED Summer Camp	June 2020	City Camp at Georgetown in Indian Prairie School District	Mon – Thurs 8:30am-2:00pm	Summer Camp 120 Elementary Students
ED Summer Camp	June 2020	City Camp at Wheatlands or Homestead in Oswego School District	Mon – Thurs 8:30am-2:00pm	Summer Camp 100 Elementary Students
Drama Camp	June 2020	East Aurora High School	Mon-Thurs 12:00pm-3:30pm	Summer Camp (Drama and Music) Elementary, Middle and High School Students

The price includes all TPA services, including subcontracted services and expenses, as set forth in more detail in the TPA proposal.

The City will pay the TPA's invoices on the following schedule:

A onetime up-front payment of \$101,923 by June 15, 2020 to cover the anticipated payroll costs for program staff.

#### **Cycle 1:**

If the TPA submits a pay request by last Friday of the month; the City Finance Department will issue a check on the second Thursday of the following month.

#### **Cycle 2:**

If the TPA submits a pay request by the second Friday of the month; the City Finance Department will issue a check on the fourth Thursday of the same month.

## **6. COMPENSATION**

The City shall pay the TPA for its documented time and expenses in accordance with this section. The City shall reimburse the TPA for the documented services of its employees and subcontractors and materials and other expenses identified in the TPA's proposal.

## **7. TOTAL COMPENSATION LIMIT**

The total compensation to the TPA is not to exceed the amount of \$200,000.00. The TPA shall complete the work set forth in the Scope of Services. Client shall not be obligated to pay any amount in excess of NINETY (90%) OF THE AMOUNT SET FORTH IN THIS PARAGRAPH until the services have been completed.

## **8. OPTIONAL SERVICES**

During the term of this agreement, any additional services desired by the City shall be governed by a separate written agreement with the TPA.

## **9. TIME FOR PERFORMANCE**

The TPA recognizes that the City wishes to provide programs substantially in accordance with the schedule outlined below and will use all reasonable means to attempt to make that possible. The City will, to the best of its ability, provide prompt responses to the TPA in order to facilitate the process.

## **10. SUBCONTRACTING**

There will be no subcontracting of services, except in accordance with the TPA's proposal dated March 1, 2020. Any substitutions must be submitted to and approved by the City in written form.

## **11. TERM AND TERMINATION**

The City may terminate this agreement at any time, with or without cause, by giving written notice of termination to the TPA. In case of such written notice of termination, all work will cease under the contract except such work as may be necessary to bring tasks in progress to a reasonable conclusion, to the extent that such work can be accomplished within thirty (30) days; alternatively, the parties may agree in writing on additional work that should be performed prior to the conclusion of work under the contract. The TPA shall then render a final billing to the City, based on work actually performed, and the City shall pay that bill in accordance with the payment procedures of this agreement. There shall be no penalty for termination for the convenience of the City pursuant to this section. In the event of termination by the City, the City shall only be liable for payment of services actually rendered up to the date of termination. This agreement may be renewed from time to time at the sole discretion of the City.

## **12. REMEDIES FOR NONPAYMENT**

If, at any time, the City fails to pay the TPA in accordance with the provisions of the Section 6 of this agreement, the TPA may give the City written notice of breach by nonpayment. If the City fails to cure the nonpayment within ten (10) days of receipt of such notice, the TPA may, without further notice, stop

work until the City either pays the amount due or notifies the TPA that it is disputing the amount due. A simple inquiry about a delayed payment shall not constitute notice under this section unless it says, in writing, “This is the notice of nonpayment required by Section 12 of our agreement with you” or something substantially similar. If the nonpayment of an undisputed amount continues for an additional twenty (20) days, the TPA may but shall not be obligated to terminate this agreement by sending a written notice of termination to the City; such notice shall be valid if sent by the TPA at least twenty (20) days after the previous notice and before actual receipt of payment. If a dispute over an invoice at any time delays payment on an amount equal to one half or more of the invoice, or ten percent (10%) or more of the total contract amount, the TPA may, without penalty, suspend work pending resolution of the dispute. In the event TPA begins collection proceedings against the City, any interest accrued shall be in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, et seq. Under no circumstance will the City be liable for any costs associated with the TPA’s collection proceedings, including, without limitation, court costs and attorney’s fees.

### **13. HIRING PROCEDURES**

The TPA must adhere to the hiring procedures and responsibilities detailed below:

<b>HIRING PROCEDURES</b>
Ensure applicants go through background checks
Ensure applicants fill out appropriate applications and forms
Ensure applicants have no extenuating blocks from doing job
Ensure applicants go through a drug screening
Ensure applicants demonstrate experience caring for children/teenagers
Ask applicants if they can get to job daily/on time
Require employees to uphold high professional conduct on the job
Advertise with school Principals on building personnel applying
Develop and require employees attend program orientation

### **14. SAFETY PROCEDURES**

The TPA must adhere to the safety requirements detailed below:

<b>SAFETY PROCEDURES</b>
Take pictures, develop and issue ID’s to wear daily
Require staff to wear program t-shirts daily
Ensure program application has waiver statement
Give an optional opportunity for parents state medical conditions

Provide an opportunity for parents to share legal/custody situations
Require staff to sign in/out when arriving/leaving
Require visitors to sign in/out and show a picture ID
Develop and issue ID card for participants with supervisor contact info
Develop form for parents approval for child to walk to/from program
Develop form for parents to indicate who can pick up child from program
Require parents submit multiple contact info
Develop and use procedures to control access to buildings and grounds
Require supervisory staff to develop/use plans and for vigilance on all occasions
All TPA volunteers and collaborating partners and/or sub-contractors need to go through background checks

## 15. INDEMNIFICATION/INSURANCE REQUIREMENTS

- (a) At the TPA's expense, the TPA shall secure and maintain in effect throughout the duration of the entire agreement, insurance of the following kinds and limits to protect the City from and against all damages, claims, lawsuits and losses which may occur or arise with regard to the TPA's business operations on behalf of the City of Aurora. The TPA shall furnish Certificates of Insurance to the City within ten (10) days after the execution of the final agreement. All insurance policies shall be written with insurance companies approved by the City of Aurora and licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice (ten (10) days in case of nonpayment of premium) is given to the City. This provision shall also be stated on each Certificate of Insurance as: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named herein".

The City may inspect any and all policies of insurance at any time. If requested, the TPA will give the City a copy of the insurance policies. The policies must be delivered to the City within ten business days of the request.

The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

(1) **Worker's Compensation Insurance - Statutory amount.**

(2) **General Liability Insurance:**

(a) **\$1,000,000 per occurrence and \$2,000,000 general aggregate**

(b) **\$500,000 per occurrence for Property Damage**

(c) **\$1,000,000 per occurrence for Personal Injury**

(3) **Auto Liability Insurance:**

(a) **Bodily injury with limits not less than \$1,000,000**

(b) **Property damage with limits not less than \$500,000**

(4) **Umbrella excess liability of \$1,000,000 each occurrence, \$2,000,000 aggregate**

(b) The TPA shall include the City of Aurora as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies and reflect said language on its Certificate of Insurance provided to the City.

(c) The TPA shall keep and hold the City harmless from and against any and all costs, damages, causes of action, claims of any nature whatsoever, whether known or unknown at law or in equity, or before any court, agency or commission, or any other such public body of the local, state or federal governments, or expenses it may suffer, incur or sustain or become liable for, or on account of any injury to, or death of its employees, or to any other person, or damage to, or injury to real estate, or personal property caused by, or arising out of, or resulting from, the negligence or willful misconduct of the TPA, its agents, employees or subcontractors, in performance of its day-to-day operations, performance of its duties and obligations under this Agreement, and use or occupancy of any City property as described herein.

(d) If the TPA fails to comply with the insurance requirements contained herein, the City's obligations under the agreement shall terminate.

## **16. OWNERSHIP OF WORK PRODUCT**

All documents and material prepared pursuant to this agreement are the property of the City, although the TPA may retain physical possession of them for the convenience of the City. The City shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this agreement. Unless otherwise specified in writing by the City, the TPA may presume that any document delivered to the City is a public document.

## **17. REMEDIES-MEDIATION**

As an alternative to litigation, either party may request that the dispute be submitted to mediation. The dispute shall be submitted to mediation only with the written consent of both parties. In the event of a dispute relating to this Agreement arises that cannot be resolved via mediation, venue shall lie exclusively with the circuit court in Kane County, Illinois or any federal district court in Illinois.

## **18. CONSTRUCTION**

This agreement shall be construed according to the laws of the State of Illinois to give effect to its purpose. Words shall be given their common ordinary meanings unless the context clearly otherwise requires. The

singular shall include the plural, as the context may suggest, and words of one gender shall include such other gender(s) as the context may suggest.

## 19. NOTICES

Any notice required by this agreement shall be sent by certified mail, return receipt requested.

## 20. ASSIGNMENT

Neither party shall assign the rights or responsibilities under this agreement without the express, written consent of the other party, which may be withheld for any reason or for no reason.

## 21. INDEPENDENT CONTRACTOR

The TPA is an independent contractor for all purposes. The TPA shall set its own working hours and conditions, provide its own working facilities, and, generally, manage its own work. The TPA shall not be considered the agent or employee of the City for any purpose and shall not hold itself out as such.

## 22. COMPLETE AGREEMENTS/AMENDMENTS

This agreement, together with the scope of services to be provided, and any other exhibits specifically enumerated herein, constitutes the complete agreement between the parties. It may be amended only by a writing executed by both parties. This agreement may be executed in multiple counterparts, each of which shall be considered an original. When this agreement has been signed by both parties, it shall constitute a binding agreement and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement separately, on the dates indicated by their respective signature blocks below. If the date of this agreement becomes material for any reason, the date of execution by the City shall be considered to be the date of the agreement.

FOR THE CITY:

Jolene Coulter  
Director of Purchasing  
City of Aurora

FOR CIS:

Theresa Shoemaker  
Executive Director  
Communities In Schools of Aurora