

**CITY OF AURORA, ILLINOIS  
SERVICES AGREEMENT**

**THIS AGREEMENT**, is entered on the Effective Date between the City of Aurora, Illinois (“City”) an Illinois home rule municipal corporation, with its office of City Clerk located at 44 E Downer Place, Aurora, Illinois and Cities in Schools Aurora, for the Services herein described. The terms “Effective Date,” “Contractor,” and “Services” shall be defined as set forth in Exhibit A.

1. **Scope of Services.** The Contractor shall perform the Services set forth in Exhibit A and any attachments thereto.
2. **Term.** The term of this Agreement shall be as set forth in Exhibit A. If provided in Exhibit A, the Agreement shall renew without further action by the Parties as set forth in therein, provided that the City Council of the City has budgeted funds for the services contemplated by this Agreement.
3. **Standard of Performance.** Contractor shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Contractor shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Contractor shall ensure that Contractor and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with applicable federal, state, and local laws, regulations or ordinances; and (iv) strictly conform to the terms of this Agreement. Contractor shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Contractor or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Contractor from the responsibilities set forth herein.
4. **Payment.** Contractor shall invoice the City for its Services rendered in the amount and with the frequency set forth in Exhibit A. Upon receipt, the City shall review and process such invoices for payment in accordance with the procedures and the time limitations provided by the Local Government Prompt Payment Act. Approved but unpaid amounts shall accrue interest and penalties in the amount and to the extent authorized by the Act.
5. **Termination for Convenience.** The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Contractor with thirty (30) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Contractor only for services performed up the date of termination. After the termination date, Contractor has no further contractual claim against the City based upon this Agreement and any payment so made to the Contractor upon termination shall be in full satisfaction for Services rendered. Contractor shall deliver to the City all finished and unfinished documents, studies and reports and shall

become the property of the City.

**6. Indemnification and Insurance.**

- a. **Insurance.** The Contractor shall provide to the City evidence that it has obtained and maintains the insurance coverages set forth in Exhibit B. In all cases, the Contractor shall provide the City with a certificate naming the City as an additional insured party and shall not cancel such insurance without prior notice to the City.
- b. **Indemnification.** Contractor shall indemnify, defend, and hold harmless the City, its elected officials, officers, and employees from and against all claims, losses, damages, costs and expenses, including without limitation, reasonable attorney's fees arising from or out of Contractor's performance of its obligations under this Agreement, including specifically those brought by third parties.
- c. **Non-Wavier.** Neither by the insurance or indemnifications requirements of this Agreement does the City waive any privilege, defense, or immunity, which may be available to it, its elected officials, officers, or employees by law, including, but not limited to those set forth in the Local Governmental and Governmental Employees Tort Immunity Act.

**7. Miscellaneous Provisions.**

- a. **Illinois Freedom of Information Act.** The Contractor acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.
- b. **Entire Agreement.** This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.
- c. **Consents and Approvals.** The Parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.
- d. **Counterparts.** This Agreement may be executed in one or more counterparts, each

of which shall be an original, but all of which shall constitute one and the same instrument.

- e. **Jurisdiction and Venue.** The Parties agree that in the event of litigation arising from this Agreement, the exclusive venue for the adjudication of such disputes shall be the Circuit Court of the Sixteenth Judicial Circuit, Kane County and that the Illinois law shall apply to such disputes without regard to its choice of law principles.
  
- f. **Construction of Contract Provisions.** The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

Date: \_\_\_\_\_

2-8-2023

FOR: CITY OF AURORA, ILLINOIS

FOR: CONTRACTOR (GISA)

By: \_\_\_\_\_

By:  \_\_\_\_\_

Jolene Coulter

Print: Theresa Shoemaker

Director of Purchasing

Title: Executive Director

**EXHIBIT A  
CITY OF AURORA, ILLINOIS  
SERVICES AGREEMENT**

<b>Contractor Information ("Contractor")</b>	
<b>Legal Name:</b>	<b>Cities in Schools Aurora 2000, Inc.</b>
<b>Type of Entity:</b>	Illinois Business Corporation <input checked="" type="checkbox"/> Illinois Not-For Profit Corporation <input type="checkbox"/> Illinois Limited Liability Company or Limited Partnership <input type="checkbox"/> Partnership or Solo Proprietorship Other. Organized under the laws of the State of _____, and authorized to do business in Illinois.
<b>Address:</b>	<b>444 W Galena Blvd, Ste. 202 Aurora, IL 60506</b>
<b>Email</b>	
<b>Phone</b>	

<b>Contract Term Information</b>	
<b>Effective Date:</b>	<b>April 1, 2023</b>
<b>Term:</b>	<b>120 days</b>
<b>Renewal Period:</b>	<b>No Renewals are Authorized</b>

**Payment Terms**

- a. Total compensation for the Contractor under this Agreement shall not exceed \$184,400. The price includes all Third Party Administrator (TPA) services, including subcontracted services and expenses.
- b. The City will pay the Contractor's invoices on the following schedule:
  - (1) A onetime up-front payment of \$100,000 by June 15, 2023 to cover the anticipated payroll costs for program staff.
  - (2) Upon the conclusion of the youth programs under this Agreement.
- c. The City shall pay the Contractor for its documented time and expenses, and shall reimburse the Contractor for the documented services of its employees and subcontractors and materials and other expenses. The total aggregate payment to the Contractor by the City for all of the Contractor's time, expenses, and reimbursements, shall not exceed the total Contract Amount. All invoices and supporting documentation shall be submitted. City shall receive a credit for the up-front payment. Invoices shall be submitted with all receipts and supporting documentation, and shall be paid by the City according to the terms of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*). If the City fails to pay amounts owed when due, the Contractor may declare the City in breach of this Agreement. All

invoices and any supporting documentation shall be sent via email as requested by the City to the Youth Services Subdivision, City of Aurora.

- d. Subcontracted services and expenses shall include:
- o CISA (Cities in Schools Aurora) Project Staff salary
  - o Site Coordinators' salary
  - o Certified Adult Site Assistants' salary
  - o Non-Certified Site Assistants' salary
  - o Youth Workers and Camp Staff salary
  - o Artistic Director salary
  - o Assistant Director's (Vocal/Dance) salary
  - o FICA
  - o Field Trip transportation
  - o Field Trip expense (admission fees)
  - o Staff T-Shirts
  - o Curriculum/Supplies
  - o Background checks
  - o Enrichment programming
  - o Costumes/props/rights
  - o Administration costs

### Scope of Work

- a. The Contractor agrees to perform the Services set forth herein pursuant to this Agreement.
- b. The Contractor shall serve as a third-party administrator (TPA) for youth programs for Aurora residents during the months of June-July 2023.
- c. 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.
- d. 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.
- e. Cities in Schools Aurora (CISA) will cooperate and assist with the administration of surveys and data collection. Programs proposed by CISA will be approved by the Community Services Department and Youth & Senior Services Division during the program period.
- f. Location of educational, summer camps:

<b>Program</b>	<b>Dates</b>	<b>Location</b>	<b>Hours</b>	<b>Program Type</b>
ED Summer Camp	June 2023	East Aurora School District 131 and City Camp at FR Magnet or d131 school tbd or St. Joseph Parish	Mon-Thurs 8:30am-2:00pm	Summer Camp Up to 100 students, 1 <sup>st</sup> -5 <sup>th</sup> grade
ED Summer Camp	June 2023	West Aurora School District 129 and City Camp at Hall or Hill Elementary	Mon-Thurs 8:30am- 2:00pm	Summer Camp Up to 100 students, 1 <sup>st</sup> -5 <sup>th</sup> grade
ED Summer Camp	June-July 2023	Indian Prairie School District 204 and City Camp at Georgetown or McCarty Elementary	Mon-Thurs 8:30am-2:00pm	Summer Camp Up to 100 students, 1 <sup>st</sup> -5 <sup>th</sup> grade
ED Summer Camp	June-July 2023	Oswego School District 308 and City Camp at Wheatlands or Homestead Elementary	Mon-Thurs 8:30am-2:00pm	Summer Camp Up to 100 students, 1 <sup>st</sup> -5 <sup>th</sup> grade
City-Wide Drama Camp	June 2023	East Aurora High School auditorium	Mon-Thurs 11am-3:00pm	Summer Camp 3 <sup>rd</sup> -12 <sup>th</sup> graders

		or West Aurora High School auditorium		
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- g. During the term of this agreement, any additional services desired by the City shall be governed by a separate written agreement with the Contractor.
- h. The Contractor must adhere to the hiring procedures and responsibilities detailed below:

<b>HIRING PROCEDURES</b>
Ensure applicants go through background checks, school districts' staff exempt.
Ensure applicants fill out appropriate applications and forms
Ensure applicants have no extenuating blocks from doing job
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

- i. The Contractor must adhere to the safety requirements detailed below:

<b>SAFETY PROCEDURES</b>
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 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 Contractor volunteers and collaborating partners and/or sub-contractors need to go through background checks

- j. All documents and material prepared pursuant to this agreement are the property of the City, although the Contractor 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 Contractor may presume that any document delivered to the City is a public document.
- k. 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.

## EXHIBIT B

### INSURANCE REQUIREMENTS

The Contractor, at its own expense, shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits to cover all locations of the Contractor's operations.

The Contractor shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the contract, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the City 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 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 ten (10) days written notice to the certificate holder named to the left."

If requested, the awardee of this proposal will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks 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 per occurrence, \$2,000,000 aggregate

The Contractor shall include the City as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies and indicate said status on any Certificates of Insurance provided to the City pursuant to this project. The Contractor shall pay all insurance premiums without cost to the City.