WORLD BUSINESS CHICAGO SISTER CITIES GRANT AGREEMENT

This Grant Agreement, made and entered into effective as of the 1st day of January, 2018 (this "Agreement") by and between the City of Chicago (the "City"), acting through its Office of Budget and Management ("OBM"), and World Business Chicago, an Illinois not-for-profit corporation formerly known as Chicago Partnership for Economic Development ("WBC").

RECITALS

WHEREAS, the City is a municipal corporation and home rule unit of local government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, WBC is an Illinois not-for profit corporation organized for the purposes of facilitating and coordinating business attraction, retention and expansion efforts for the City ("WBC's Mission"); and

WHEREAS, WBC's Mission shall include the Chicago Sister Cities International Program, consisting of those activities set forth in Exhibit A hereto (the "Program"); and

WHEREAS, the City has determined that a grant to WBC is necessary, essential and appropriate to assist the Program; and

WHEREAS, OBM desires to provide to WBC for its use in the Program a grant in an amount not to exceed $528,643 (the "Grant"); and

WHEREAS, on November 21, 2017, the City Council of the City adopted the City's 2018 annual appropriation ordinance approving the making of the Grant; and

WHEREAS, under the terms and conditions hereof, the City agrees to make the Grant funds available to WBC; and

WHEREAS, the City and WBC have among their powers the authority to contract with each other to perform the undertakings described herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND EXHIBIT A

The recitals set forth above and Exhibit A attached hereto are hereby incorporated herein by reference and made a part hereof.
SECTION 2.  GRANT

Subject to the provisions in this Agreement, the City shall make available to WBC the Grant funds from Fund No. 355-994401-9124-220140.

SECTION 3.  COVENANTS AND REPRESENTATIONS

3.1 WBC shall use the Grant funds solely for purposes of the Program.

3.2 WBC shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, including Title 2, Chapter 2-156 of the Municipal Code of Chicago, pertaining to or affecting WBC. Upon the City's request, WBC shall provide evidence satisfactory to the City of such compliance.

3.3 WBC shall at all times perform its work in connection with the Program with the utmost care, skill and diligence in accordance with the applicable standards currently recognized in the community.

3.4 WBC warrants that it has obtained from the Internal Revenue Service (the "Service") tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. WBC agrees to provide the City with copies of all correspondence it receives from the Service with regard to its status for tax-exemption. WBC shall not act, directly or indirectly, in any manner which would adversely affect its tax-exemption status with the Service.

3.5 WBC shall maintain and keep in force, at its sole cost and expense, at all times during its existence, insurance in such amounts and of such type as set forth in Section 9 hereof.

3.6 WBC shall comply with all policies issued by the City relating to Illinois not-for-profit corporations and federal tax-exempt entities, as such policies may be modified, amended or supplemented from time to time.

3.7 WBC represents that it has full power and authority to enter into and perform its obligations under this Agreement and the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all requisite corporate action.

3.8 WBC represents that neither WBC nor any Affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business with under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

3.9 WBC represents that no member, official or employee of the City has any personal interest, direct or indirect, in WBC's business or shall participate in any decision relating to WBC's business which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is directly interested.

SECTION 4.  TERM; EXTENSIONS
4.1 This Agreement shall terminate on December 31, 2018; provided, however, that this Agreement may be extended for one or more one-year periods at the sole discretion of the Budget Director of OBM.

4.2 Notwithstanding anything to the contrary, the Grant funds being provided under this Agreement are subject to the appropriation and availability of City funds. In the event that no funds or insufficient funds relating to the Grant are appropriated and budgeted in any fiscal period of the City which governs the Grant to be made under this Agreement, the City shall notify WBC of such occurrence and this Agreement shall terminate on the earlier of: (a) the last day of the fiscal period for which sufficient appropriation was made or (b) whenever the funds appropriated in relation to the Grant being provided under this Agreement are exhausted.

SECTION 5. AUDIT, INSPECTION AND RETENTION OF RECORDS, REPORTS

5.1 WBC shall maintain separate, complete, accurate and detailed books and records necessary to monitor its use of the Grant funds. All such books, records and other related documents shall be available at WBC's principal office at reasonable times for inspection, copying, audit and examination by an authorized representative of the City, at WBC's expense.

5.2 Rights of inspection and review provided in this Section 5 shall continue for five years from the date hereof or until final settlement and conclusion of all issues arising out of the acceptance of the Grant.

5.3 WBC shall provide the City with written quarterly reports (in a format acceptable to the City) detailing WBC's activities; such reports shall be due on April 30, 2018, July 31, 2018, October 31, 2018 and (Section 4.1 notwithstanding) January 31, 2019.

SECTION 6. DISBURSEMENTS

WBC agrees to submit quarterly reimbursement requisitions to the City, or at other intervals as determined by the City, identifying the payment due for costs expended in such detail as the City may require, with such supporting documentation as required by the City.

SECTION 7. INDEMNIFICATION

WBC agrees to indemnify, defend and hold the City, its officials, agents and employees harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' and accountants' fees and court costs) suffered or incurred by any such party arising from or in connection with this Agreement. This indemnification shall survive the termination or expiration of this Agreement.

SECTION 8. DEFAULT AND REMEDIES

8.1 In the event WBC fails to perform, keep or observe any of its covenants, conditions, promises, agreements or obligations under this Agreement or that certain Economic Disclosure Statement and Affidavit dated as of the date hereof (which WBC provided to the City in connection with this Agreement), and the same is not cured as described in Section 8.2 hereof, the City may terminate this Agreement.
8.2 Prior to termination, the City shall give its notice of intent to terminate 30 days prior to termination at the address specified in Section 10 hereof, and shall state the nature of the default. In the event WBC does not cure such default within the 30-day notice period, such termination shall become effective at the end of such period; provided, however, with respect to those defaults which are not capable of being cured within such 30-day period, WBC shall not be deemed to have committed such default if it has commenced to cure the alleged default within such 30-day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

8.3 The City may, in any court of competent jurisdiction, by any proceeding at law or in equity, secure the specific performance of the agreements contained herein, or may be awarded damages for failure of performance, or both.

SECTION 9. INSURANCE

WBC shall provide and maintain or cause to be provided at WBC’s own expense during the term of the Agreement, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

A. Insurance to Be Provided

1) Workers Compensation and Employers Liability

Workers Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than $100,000 each accident or illness.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, WBC shall provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage.

4) Professional Liability

When any professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than $500,000. Coverage shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of
work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5) **Directors and Officers Liability**

Directors and Officers Liability Insurance must be maintained in connection with this Agreement with limits of not less than $1,000,000. Coverage must include any actual or alleged act, error or omission by directors or officers while acting in their individual or collective capacities. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede commencement of services by WBC under this Agreement. A claims made policy which is not renewed or replaced must have an extended reporting period of 2 years.

6) **Crime**

Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery, and other related crime risks with limits of not less than $100,000.

7) **Valuable Papers**

When any media, data, financial records, books and other documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the re-creation and reconstruction of such records.

B. **Additional Requirements**

WBC will furnish the City of Chicago, Office of Budget and Management, City Hall, Room 604, 121 North LaSalle Street 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. WBC has submitted evidence of insurance on the City of Chicago Insurance Certificate Form or equivalent concurrently herewith. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from WBC shall not be deemed to be a waiver by the City. WBC shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance shall not relieve WBC of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance shall provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by WBC.
WBC agrees that insurers shall waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

WBC expressly understands and agrees that any coverages and limits furnished by WBC shall in no way limit WBC’s liabilities and responsibilities specified within the Agreement documents or by law.

WBC expressly understands and agrees that any insurance or self insurance programs maintained by the City of Chicago shall not contribute with insurance provided by WBC under the Agreement.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

WBC shall require all subcontractors to provide the insurance required herein or WBC may provide the coverages for subcontractors. All subcontractors shall be subject to the same insurance requirements of WBC unless otherwise specified herein.

If WBC or subcontractor desire additional coverages, WBC and each subcontractor shall be responsible for the acquisition and cost of such additional protection.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 10. NOTICES

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram, telecopy of facsimile (FAX) machine; (c) overnight courier or (d) registered or certified first class mail, return receipt requested.

IF TO THE CITY:

City of Chicago
Office of Budget and Management
121 North LaSalle Street, Room 604
Chicago, Illinois 60602
Attention: Budget Director
Fax No. (312) 744-3618

WITH COPY TO:

City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Deputy Corporation Counsel
Finance and Economic Development Division
Fax No. (312) 744-8538

IF TO WBC:

World Business Chicago
177 North State Street, Suite 500
Chicago, Illinois 60601
Attention: President and CEO
Fax: (312) 553-4355

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above shall be deemed received upon such personal service or dispatch. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to clause (d) above shall be deemed received two business days following deposit in the mail.

SECTION 11. MODIFICATION

This Agreement may not be altered, modified or amended except by a written instrument signed by all the parties hereto.

SECTION 12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and WBC and supersedes all prior agreements, negotiation and discussion between them.

SECTION 13. WAIVER

Waiver by the City with respect to breach of this Agreement shall not be considered or treated as a waiver of the rights of the City with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City in writing.

SECTION 14. DISCLAIMER

Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

SECTION 15. HEADINGS

The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

SECTION 16. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

SECTION 17. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.
SECTION 18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois.

SECTION 19. NON-LIABILITY OF OFFICIALS

No official, employee or agent of the City or WBC shall be charged personally by WBC, the City or by an assignee or subcontractor of either, with any liability or expenses of defense or be held personally liable under any term or provision of this Agreement because of their execution or attempted execution or because of any breach hereof.

SECTION 20. ASSIGNMENT

This Agreement, or any portion thereof, shall not be assigned by WBC without the prior written consent of the City.

SECTION 21. INSPECTOR GENERAL

It is WBC’s duty and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all of WBC’s officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. WBC represents that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that WBC will inform subcontractors of this provision and require their compliance.

SECTION 22. EXECUTIVE ORDER No. 2011-4

WBC agrees that WBC, any person or entity who directly or indirectly has an ownership or beneficial interest in WBC of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, WBC’s Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractors of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (WBC and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City (the "Mayor") or to his political fundraising committee (i) after execution of this bid, proposal or Agreement by WBC, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between WBC and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. WBC shall inform subcontractors of this provision and require their compliance.

WBC represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached WBC or the date WBC approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.
WBC agrees that WBC shall not: (a) coerce, compel or intimidate WBC's employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse WBC's employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) Bundle or solicit others to Bundle contributions to the Mayor or to his political fundraising committee.

WBC agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

WBC agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If WBC violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject WBC's bid.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City to which WBC are a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code.

For purposes of this Section 22 only, individuals are "Domestic Partners" if they satisfy the following criteria: (a) they are each other's sole domestic partner, responsible for each other's common welfare; and (b) neither party is married, as marriage is defined under Illinois law; and (c) the partners are not related by blood closer than would bar marriage in the State of Illinois; and (d) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and (e) two of the following four conditions exist for the partners: (i) the partners have been residing together for at least 12 months, (ii) the partners have common or joint ownership of a residence, (iii) the partners have at least two of the following arrangements: (A) joint ownership of a motor vehicle; (B) a joint credit account; (C) a joint checking account; and (D) a lease for a residence identifying both domestic partners as tenants, and (iv) each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code.
SECTION 23. CITY HIRING PLAN

(a) The City is subject to the June 24, 2011 “City of Chicago Hiring Plan” (the “City Hiring Plan”) entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) WBC is aware that City policy prohibits City employees from directing any individual to apply for a position with WBC, either as an employee or as a subcontractor, and from directing WBC to hire an individual as an employee or as a subcontractor. Accordingly, WBC must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by WBC under this Agreement are employees or subcontractors of WBC, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by WBC.

(c) WBC will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual’s political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual’s political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to WBC by a City employee or City official in violation of Section 23(b) above, or advocating a violation of Section 23(c) above, WBC will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City’s Office of the Inspector General, and also to the Budget Director. WBC will also cooperate with any inquiries by IGO Hiring Oversight.

[The remainder of this page is intentionally left blank]
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers on or as of the day and year first written above.

CITY OF CHICAGO

By: [Signature]

Budget Director
Office of Budget and Management

Date: 12/11/18

WORLD BUSINESS CHICAGO, an Illinois not-for-profit corporation

By: [Signature]

Name: Andrea L. Zinn
Title: President and CEO
Date: April 5, 2018
Exhibit A

World Business Chicago's Chicago Sister Cities International Program

[See Attached]
EXHIBIT A

Chicago Sister Cities International (CSCI) promotes Chicago as a leading global city by developing programs in the areas of cultural arts and tourism, global education, government relations and international business for the benefit of the citizens of the City of Chicago and its sister cities.

In 2017, CSCI won the national Best Overall Sister Cities Program Award and the Innovation Award for Youth and Education from Washington, D.C. based Sister Cities International.

CSCI strives to develop and expand community, education and business partnerships between Chicago and its sister cities. In this effort, CSCI has 28 sister cities with over 700+ volunteers serving on various committees:

1. Accra, Ghana – 15 members
2. Amman, Jordan – 20 members
3. Athens, Greece – 53 members
4. Belgrade, Serbia – 13 members
5. Birmingham, England – 9 members
6. Bogota, Colombia – 18 members
7. Busan, South Korea – 5 members
8. Casablanca, Morocco – 51 members
9. Casablanca Social Services Committee – 5 members
10. China Committee (Shanghai & Shenyang) – 99 members
11. China Social Services – 42 members
12. Delhi, India – 12 members
13. Durban, South Africa – 11 members
14. Galway, Ireland – 33 members
15. Gothenburg, Sweden – 31 members
16. Hamburg, Germany – 20 members
17. Humanitarian Committee – 5 members
18. Kyiv, Ukraine – 32 members
19. Lahore, Pakistan – 6 members
20. Lucerne, Switzerland – 25 members
21. Mexico City, Mexico – 19 members
22. Milan, Italy – 22 members
23. Moscow, Russia – 8 members
24. Osaka, Japan – 28 members
25. Osaka Social Services – 24 members
26. Paris, France – 49 members
27. Paris Social Services – 14 members
28. Petach Tikva, Israel – 24 members
29. Prague, Czech Republic – 26 members
30. Social Services Steering Committee – 15 members
31. Toronto, Canada – 25 members
32. Vilnius, Lithuania – 14 members
33. Warsaw, Poland – 23 members

Each year, CSCI works to further its mission by creating innovative programming in four areas: Cultural Arts and Tourism, Global Education, Government Relations and International Business. CSCI’s 2018 programs include:

- **2nd Annual Citizen Diplomacy Reception – March 15**
  Celebrates CSCI volunteers and Chicago’s citizen diplomats who work tirelessly to promote peace and understanding between Chicago and our International sister cities.

- **2018 Global Youth Ambassadors Leadership Summit – July 21-28**
  A joint program of Chicago Sister Cities International (CSCI) and the University of Illinois at Chicago (UIC), the Global Youth Ambassadors Leadership Summit is an intensive leadership program designed to build the next generation of global leaders. It is open to teenage girls, ages 14–16, from Chicago and its 28 international sister cities. Each year, this Chicago-based program provides a globally-immersive experience for leadership development, cross-cultural awareness and civic exchange, while building relationships that last a lifetime. Throughout the week, our ambassadors participate in leadership development workshops and meet with leaders in a diverse cross section of fields, including the STEM sector, law, government and healthcare. There is no cost for participants to attend the Summit.
• Sister Cities Medical Initiative – October 11-14
  Chicago Sister Cities International has partnered with the Robert H. Lurie Comprehensive Cancer Center of Northwestern University to award clinicians from Chicago’s sister cities with a grant that allows them to attend the annual Lynn Sage Breast Cancer Symposium in Chicago. Participants agree to share the information they gathered in Chicago with healthcare professionals in their home cities/countries.

• Chicago Marathon Activities – October 6 and 7
  In celebration of the Bank of America Chicago Marathon, various Chicago Sister Cities International committees will host receptions in honor of international runners and will join with international organizations and foreign consulates to cheer on international runners at points along the marathon route. Each year CSCI welcomes race directors from marathons in our sister cities to Chicago and promotes mutual promotions and exchanges that benefit the Chicago Marathon.

• International Delegations and Exchanges
  CSCI plans to host approximately 25 government delegations in 2018 including Mayors from many of our sister cities.

• Social Services Exchanges
  Since 1996, Chicago Sister Cities International has built social services exchanges with various sister cities, including Birmingham, Casablanca, Durban, Hamburg, Osaka, Paris and Shanghai, to address global issues such as child welfare, youth delinquency and an increasing elderly population. In 2018, Chicago social service professionals will participate in several in-bound and out-bound exchanges.

• Support the City of Chicago’s Global Initiatives, including ongoing Mayoral summits

• Additional programming highlighting specific sister city partnerships
  Committees will program events throughout the year. There will be an emphasis on sister city partnerships celebrating anniversaries, including: Birmingham (25 years), Lucerne (20 years), Milan (45 years), Osaka (45 years), and Vilnius (25 years).

• Partnerships and Volunteer Management
  In 2018 CSCI will focus on strengthening our partnerships with local and international organizations and agencies. In addition, CSCI will evaluate and assess the status and level of participation of our volunteer base.

• Marketing and Communications
  In 2018 CSCI will continue to add content to its newly released website and will work to strengthen our brand and expand Chicago’s global profile.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Assurance Agency, Ltd.
One Century Centre
1750 E. Golf Road
Schaumburg IL 60173-

CONTACT
NAME: Samantha Shock
PHONE: 847-463-7144
FAX: 847-220-9234
EMAIL: Samantha.Shock@assuranceagency.com

INSURER(S) AFFORDING COVERAGE
NAIC #
INSURER A: Hartford Fire Insurance 88288

CERTIFICATE NUMBER: 1021541120

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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<td>PRODUCTS - COMPOP AGG $2,000,000</td>
</tr>
</tbody>
</table>

| A    | AUTOMOBILE LIABILITY |             | 63SAVV0162SA | 9/1/2017 | 9/1/2018 | COMBINED SINGLE LIMIT (EA accident) $1,000,000 |
|      |                     |             |              |            |            | BODILY INJURY (Per person) $ |
|      |                     |             |              |            |            | BODILY INJURY (Per accident) $ |
|      |                     |             |              |            |            | PROPERTY DAMAGE (Per accident) $ |
|      |                     |             |              |            |            | $ |

| A    | UMBRELLA LIABILITY | EXCESS LIABILITY | CLAIMS-MADE | 9/1/2017 | 9/1/2018 | EACH OCCURRENCE $1,000,000 |
|      |                    |                |             |            |            | AGGREGATE $1,000,000 |
|      |                    |                |             |            |            | $ |

| A    | WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY |              | 63WECIN6771 | 9/1/2017 | 9/1/2018 | E.L. EACH ACCIDENT $500,000 |
|      | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | Y/N | N/A | | |
|      | E.L. DISEASE - EA EMPLOYEE $500,000 |
|      | E.L. DISEASE - POLICY LIMIT $500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

It is agreed that the Certificate Holder is Additional Insured, when required by written contract, on the General Liability with respect to operations performed by the Named Insured in connection with this project.

CERTIFICATE HOLDER
City of Chicago, Office of Budget and Management
City Hall, Room 604
121 North LaSalle Street
Chicago IL 60602

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.
CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 125558                        Date of This Filing:04/02/2018 10:58 AM
Certificate Printed on: 04/02/2018           Original Filing Date:04/02/2018 10:58 AM

Disclosing Party: World Business Chicago   Title: Director of Operations
Filed by: Carrie Simmons

Matter: Grant
Applicant: World Business Chicago
Specification #:
Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with
the City. Please provide a copy of this Certificate of Filing to your city contact with other
required documents pertaining to the Matter. For additional guidance as to when to provide this
Certificate and other required documents, please follow instructions provided to you about the
Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting
http://webapps1.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search.
Prior to contract award, the filing is accessible online only to the disclosing party and the City,
but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the
public after contract award.
WORLD BUSINESS CHICAGO GRANT AGREEMENT

This Grant Agreement, made and entered into effective as of the 1st day of January, 2018 (this "Agreement") by and between the City of Chicago (the "City"), acting through its Office of Budget and Management ("OBM"), and World Business Chicago, an Illinois not-for-profit corporation formerly known as Chicago Partnership for Economic Development ("WBC").

RECITALS

WHEREAS, the City is a municipal corporation and home rule unit of local government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, WBC is an Illinois not-for-profit corporation organized for the purposes of facilitating and coordinating business attraction, retention and expansion efforts for the City ("WBC’s Mission"); and

WHEREAS, WBC’s Mission shall include cooperation with the Department of Planning and Development and other City departments and shall consist of those activities set forth in Exhibit A hereto; and

WHEREAS, the City has determined that a grant to WBC is necessary, essential and appropriate to assist WBC with WBC’s Mission; and

WHEREAS, the City desires to provide to WBC for its use in fulfilling WBC’s Mission a grant in an amount not to exceed $1,200,000 (the "Grant"); and

WHEREAS, on November 21, 2017, the City Council of the City adopted the City’s 2018 annual appropriation ordinance approving the making of the Grant; and

WHEREAS, under the terms and conditions hereof, the City agrees to make the Grant funds available to WBC; and

WHEREAS, the City and WBC have among their powers the authority to contract with each other to perform the undertakings described herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND EXHIBIT A

The recitals set forth above and Exhibit A attached hereto are hereby incorporated herein by reference and made a part hereof.
SECTION 2.  GRANT

Subject to the provisions in this Agreement, the City shall make available to WBC the Grant funds from Fund No. 100-99-4405-9180-220140.

SECTION 3.  COVENANTS AND REPRESENTATIONS

3.1 WBC shall use the Grant funds solely for purposes of fulfilling WBC's Mission.

3.2 WBC shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, including Title 2, Chapter 2-156 of the Municipal Code of Chicago, pertaining to or affecting WBC. Upon the City's request, WBC shall provide evidence satisfactory to the City of such compliance.

3.3 WBC shall at all times perform its work in fulfilling WBC's Mission with the utmost care, skill and diligence in accordance with the applicable standards currently recognized in the community.

3.4 WBC warrants that it has obtained from the Internal Revenue Service (the "Service") tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. WBC agrees to provide the City with copies of all correspondence it receives from the Service with regard to its status for tax-exemption. WBC shall not act, directly or indirectly, in any manner which would adversely affect its tax-exemption status with the Service.

3.5 WBC shall maintain and keep in force, at its sole cost and expense, at all times during its existence, insurance in such amounts and of such type as set forth in Section 9 hereof.

3.6 WBC shall comply with all policies issued by the City relating to Illinois not-for-profit corporations and federal tax-exempt entities, as such policies may be modified, amended or supplemented from time to time.

3.7 WBC represents that it has full power and authority to enter into and perform its obligations under this Agreement and the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all requisite corporate action.

3.8 WBC represents that neither WBC nor any Affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business with under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

3.9 WBC represents that no member, official or employee of the City has any personal interest, direct or indirect, in WBC's business or shall participate in any decision relating to WBC's business which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is directly interested.

SECTION 4.  TERM, EXTENSIONS
4.1 This Agreement shall terminate on December 31, 2018; provided, however, that this Agreement may be extended for one or more one-year periods at the sole discretion of the City.

4.2 Notwithstanding anything to the contrary, the Grant funds being provided under this Agreement are subject to the appropriation and availability of City funds. In the event that no funds or insufficient funds relating to the Grant are appropriated and budgeted in any fiscal period of the City which governs the Grant to be made under this Agreement, the City shall notify WBC of such occurrence and this Agreement shall terminate on the earlier of: (a) the last day of the fiscal period for which sufficient appropriation was made or (b) whenever the funds appropriated in relation to the Grant being provided under this Agreement are exhausted.

SECTION 5. AUDIT, INSPECTION AND RETENTION OF RECORDS, REPORTS

5.1 WBC shall maintain separate, complete, accurate and detailed books and records necessary to monitor its use of the Grant funds. All such books, records and other related documents shall be available at WBC's principal office at reasonable times for inspection, copying, audit and examination by an authorized representative of the City, at WBC's expense.

5.2 Rights of inspection and review provided in this Section 5 shall continue for five years from the date hereof or until final settlement and conclusion of all issues arising out of the acceptance of the Grant.

5.3 WBC shall provide the City with written quarterly reports (in a format acceptable to the City) detailing WBC's activities; such reports shall be due on April 30, 2018, July 31, 2018, October 31, 2018 and (Section 4.1 notwithstanding) January 31, 2019.

SECTION 6. DISBURSEMENTS

WBC agrees to submit quarterly reimbursement requisitions to the City, or at other intervals as determined by the City, identifying the payment due for costs expended in such detail as the City may require, with such supporting documentation as required by the City.

SECTION 7. INDEMNIFICATION

WBC agrees to indemnify, defend and hold the City, its officials, agents and employees harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' and accountants' fees and court costs) suffered or incurred by any such party arising from or in connection with this Agreement. This indemnification shall survive the termination or expiration of this Agreement.

SECTION 8. DEFAULT AND REMEDIES

8.1 In the event WBC fails to perform, keep or observe any of its covenants, conditions, promises, agreements or obligations under this Agreement or that certain Economic Disclosure Statement and Affidavit dated as of the date hereof (which WBC provided to the City in connection with this Agreement), and the same is not cured as described in Section 8.2 hereof, the City may terminate this Agreement.
8.2 Prior to termination, the City shall give its notice of intent to terminate 30 days prior to termination at the address specified in Section 10 hereof, and shall state the nature of the default. In the event WBC does not cure such default within the 30-day notice period, such termination shall become effective at the end of such period; provided, however, with respect to those defaults which are not capable of being cured within such 30-day period, WBC shall not be deemed to have committed such default if it has commenced to cure the alleged default within such 30-day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

8.3 The City may, in any court of competent jurisdiction, by any proceeding at law or in equity, secure the specific performance of the agreements contained herein, or may be awarded damages for failure of performance, or both.

SECTION 9. INSURANCE

WBC shall provide and maintain or cause to be provided at WBC’s own expense during the term of the Agreement, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

A. Insurance to Be Provided

1) Workers Compensation and Employers Liability

Workers Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than $100,000 each accident or illness.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, WBC shall provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage.

4) Professional Liability

When any professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than $500,000. Coverage shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of
work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5) Directors and Officers Liability

Directors and Officers Liability Insurance must be maintained in connection with this Agreement with limits of not less than $1,000,000. Coverage must include any actual or alleged act, error or omission by directors or officers while acting in their individual or collective capacities. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede commencement of services by WBC under this Agreement. A claims made policy which is not renewed or replaced must have an extended reporting period of 2 years.

6) Crime

Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery, and other related crime risks with limits of not less than $100,000.

7) Valuable Papers

When any media, data, financial records, books and other documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the re-creation and reconstruction of such records.

B. Additional Requirements

WBC will furnish the City of Chicago, Office of Budget and Management, City Hall, Room 604, 121 North LaSalle Street 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. WBC has submitted evidence of insurance on the City of Chicago Insurance Certificate Form or equivalent concurrently herewith. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from WBC shall not be deemed to be a waiver by the City. WBC shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance shall not relieve WBC of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance shall provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by WBC.
WBC agrees that insurers shall waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

WBC expressly understands and agrees that any coverages and limits furnished by WBC shall in no way limit WBC’s liabilities and responsibilities specified within the Agreement documents or by law.

WBC expressly understands and agrees that any insurance or self insurance programs maintained by the City of Chicago shall not contribute with insurance provided by WBC under the Agreement.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

WBC shall require all subcontractors to provide the insurance required herein or WBC may provide the coverages for subcontractors. All subcontractors shall be subject to the same insurance requirements of WBC unless otherwise specified herein.

If WBC or subcontractor desire additional coverages, WBC and each subcontractor shall be responsible for the acquisition and cost of such additional protection.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 10. NOTICES

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram, or telecopier; (c) overnight courier or (d) registered or certified first class mail, return receipt requested.

IF TO THE CITY:          City of Chicago
                         Office of Budget and Management
                         121 North LaSalle Street, Room 604
                         Chicago, Illinois 60602
                         Attention: Budget Director

WITH COPY TO:             City of Chicago
                         Department of Law
                         121 North LaSalle Street, Room 600
                         Chicago, Illinois 60602
                         Attention: Deputy Corporation Counsel
                         Finance and Economic Development Division

IF TO WBC:                World Business Chicago
                         177 North State Street, Suite 500
                         Chicago, Illinois 60601
                         Attention: President & CEO
Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above shall be deemed received upon such personal service or dispatch. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to clause (d) above shall be deemed received two business days following deposit in the mail.

SECTION 11. MODIFICATION

This Agreement may not be altered, modified or amended except by a written instrument signed by all the parties hereto.

SECTION 12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and WBC and supersedes all prior agreements, negotiation and discussion between them.

SECTION 13. WAIVER

Waiver by the City with respect to breach of this Agreement shall not be considered or treated as a waiver of the rights of the City with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City in writing.

SECTION 14. DISCLAIMER

Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

SECTION 15. HEADINGS

The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

SECTION 16. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

SECTION 17. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

SECTION 18. GOVERNING LAW
This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois.

SECTION 19. NON-LIABILITY OF OFFICIALS

No official, employee or agent of the City or WBC shall be charged personally by WBC, the City or by an assignee or subcontractor of either, with any liability or expenses of defense or be held personally liable under any term or provision of this Agreement because of their execution or attempted execution or because of any breach hereof.

SECTION 20. ASSIGNMENT

This Agreement, or any portion thereof, shall not be assigned by WBC without the prior written consent of the City.

SECTION 21. INSPECTOR GENERAL

It is WBC’s duty and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all of WBC’s officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. WBC represents that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that WBC will inform subcontractors of this provision and require their compliance.

SECTION 22. EXECUTIVE ORDER No. 2011-4

WBC agrees that WBC, any person or entity who directly or indirectly has an ownership or beneficial interest in WBC of more than 7.5 percent (“Owners”), spouses and domestic partners of such Owners, WBC’s Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractors of more than 7.5 percent (“Sub-owners”) and spouses and domestic partners of such Sub-owners (WBC and all the other preceding classes of persons and entities are together, the “Identified Parties”), shall not make a contribution of any amount to the Mayor of the City (the “Mayor”) or to his political fundraising committee (i) after execution of this bid, proposal or Agreement by WBC, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between WBC and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. WBC shall inform subcontractors of this provision and require their compliance.

WBC represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached WBC or the date WBC approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

WBC agrees that WBC shall not: (a) coerce, compel or intimidate WBC’s employees to make a contribution of any amount to the Mayor or to the Mayor’s political fundraising committee;
(b) reimburse WBC’s employees for a contribution of any amount made to the Mayor or to the Mayor’s political fundraising committee; or (c) Bundle or solicit others to Bundle contributions to the Mayor or to his political fundraising committee.

WBC agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

WBC agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If WBC violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject WBC’s bid.

For purposes of this provision:

“Bundle” means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City to which WBC are a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code.

For purposes of this Section 22 only, individuals are "Domestic Partners" if they satisfy the following criteria: (a) they are each other’s sole domestic partner, responsible for each other’s common welfare; and (b) neither party is married, as marriage is defined under Illinois law; and (c) the partners are not related by blood closer than would bar marriage in the State of Illinois; and (d) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and (e) two of the following four conditions exist for the partners: (i) the partners have been residing together for at least 12 months, (ii) the partners have common or joint ownership of a residence, (iii) the partners have at least two of the following arrangements: (A) joint ownership of a motor vehicle; (B) a joint credit account; (C) a joint checking account; and (D) a lease for a residence identifying both domestic partners as tenants, and (iv) each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code.

SECTION 23. CITY HIRING PLAN
(a) The City is subject to the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) WBC is aware that City policy prohibits City employees from directing any individual to apply for a position with WBC, either as an employee or as a subcontractor, and from directing WBC to hire an individual as an employee or as a subcontractor. Accordingly, WBC must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by WBC under this Agreement are employees or subcontractors of WBC, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by WBC.

(c) WBC will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to WBC by a City employee or City official in violation of Section 23(b) above, or advocating a violation of Section 23(c) above, WBC will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the Budget Director. WBC will also cooperate with any inquiries by IGO Hiring Oversight.

[The remainder of this page is intentionally left blank]
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers effective as of the day and year first written above.

CITY OF CHICAGO

By: [Signature]
Budget Director
Office of Budget and Management
Date: [Date]

WORLD BUSINESS CHICAGO, an Illinois not-for-profit corporation

By: [Signature]
Name: Andrea L. Zoyo
Title: President and CEO
Date: [Date]
Exhibit A

World Business Chicago's Participation in City of Chicago Economic Development Activities

[See Attached]
Exhibit A

World Business Chicago’s scope of work for the 2018 City of Chicago grant includes work on the following programs/initiatives: Business Development, ChicagoNEXT and Neighborhood and Strategic Initiatives.

I. BUSINESS DEVELOPMENT: DIRECT BUSINESS ASSISTANCE

One of the most important goals of WBC has always been the development of the Chicago area economy through the attraction, retention and creation of businesses and jobs. Towards this end, WBC staff members are constantly assisting individual firms and their representatives with site location, incentive identification and application, and other types of direct business development assistance. The 2018 goals for direct business assistance from WBC are provided below.

**Direct Business Assistance (2018)**

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<th>Projects</th>
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<th>Actual</th>
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<td>Jobs (C/R)*</td>
<td>Goal</td>
<td>Actual</td>
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<td>2018 YTD</td>
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</tbody>
</table>

* Jobs (C/R) = Jobs (Created/Retained) in connection with Actual Wins.

II. CHICAGONEXT

ChicagoNEXT is a dedicated effort to drive growth and opportunity in Chicago’s technology community, governed by a council of industry leaders. ChicagoNEXT work is driven by four core focus areas:

CAPITAL
Grow the available pool of capital to invest in Chicago startups, increase opportunities for early-stage companies to connect to potential investors, and support organizations that are mission-driven to expand opportunities for underrepresented groups of entrepreneurs looking to raise capital.

- For the 2018 Chicago Venture Summit, we aim to grow the total number of attending firms and improve our geographic reach, with more representation from firms outside the greater Midwest region and a more diverse pool of speakers, entrepreneurs and investors.
- In addition, we intend to coordinate with local organizations like Women Tech Founders, Black Tech Mecca and others around VC-focused activities and outreach for their flagship events.
- We are exploring the creation of a Chicago Startup Database, which would serve as a permanent, ongoing catalogue (similar to Digital NYC or Israel’s Startup Nation Finder) of Chicago-based startups to drive investor interest and engagement.
TALENT
Broden, deepen, and diversify the pipeline of technology and business talent, with a focus on college students and recent graduates. Strategies to include both partnership with regional universities to retain local talent, and outreach to leading national institutions to attract the best and brightest from both coasts.

- For the 2018 ThinkChicago flagship programs (Lollapalooza and Chicago Ideas Week), we will collaborate with the City and University of Illinois to continue to grow and diversify the student cohorts in terms of university, geography, and inclusiveness, to improve the student experience through targeted engagements with local tech companies, and to better track outcomes/placements resulting from the program.
- For the 2018 national ThinkChicago Roadshow, we will visit approximately 10 universities, focusing on local/regional and national leaders in Computer Science, engineering and business, and including HBCUs and diverse student organizations.
- ThinkChicago Alumni engagement/platform: continue cultivating growing ThinkChicago alumni base for insights, sharing of professional opportunities and other initiatives through networking events and an online platform for social engagement.

Additional Talent-related Programming
- City Scholars Partnership with the University of Illinois Champaign-Urbana College of Engineering: launched in January 2018, the City Scholars program will create a “junior term abroad” experience for 40 students who will receive paid internship opportunities at Chicago companies. ChicagoNEXT serves as the industry recruiting partner to strengthen the tech talent pipeline between the University of Illinois and Chicago’s growing technology companies. Plan for program to grow to 100 students in the Fall 2018 semester. Exploring opportunities to scale program to other universities.
- Global-Entrepreneurs-In-Residence/GEIR Programs In Chicago: Led by ChicagoNEXT, the City of Chicago and 5 local universities, GEIR programs in Chicago will continue to grow to attract, retain and support immigrant entrepreneurs to grow their startups in Chicago. Program launched in January 2018 with a minimum of 1-2 entrepreneurs/school, and will continue/expand in Fall 2018 semester.
- Coding Bootcamp: collaborating with WBC Workforce team to identify industry partners for consultation and potential partnership with CCWP to build/scale coding bootcamps geared toward training for untapped tech talent pools.

INNOVATION
Cultivate innovation within Chicago’s key tech-driven industries by helping to connect the dots between Fortune 500 companies, startups, academic institutions and supporting organizations.
Add programmatic value through industry roundtables focused on access to capital, talent development, collaboration opportunities, community organization, and national marketing/messaging strategies.

- **Fintech:** continue to support local partners on all activities, initiatives and programs and continue to explore a fintech-dedicated incubator for Chicago.
- **Cybersecurity:** engage with WBC fellowship program to build a long-term strategy for Chicago to become a premier cybersecurity hub. Focus will include human capital, national outreach, funding opportunities to promote innovation.
- **Annual Industry Cluster Analysis & Marketing:** ChicagoNEXT will coordinate with WBC Business Development Team on an annual basis to identify emerging tech-focused industry clusters to market for inbound business development opportunities. Industry Innovation Roundtables: ChicagoNEXT will establish and coordinate various industry roundtables to gather private, public and nonprofit leaders on specific.
- **As-needed:** continue to be a convenor for industry groups and innovation hubs to track business creation, job creation, and investment, and to support business development opportunities.

**COMMUNITY**

Connect entrepreneurs, nonprofits, and community leaders across the City in order to grow a more inclusive and innovative Chicago economy. Develop and support programs that better connect neighborhood-level entrepreneurial support organizations to resources, including technology training, and networks for attracting capital and necessary talent to grow their businesses.

- **Blackstone Inclusive Entrepreneurship Challenge:**
  - Complete year 1 of grant program, including metrics/evaluation work in collaboration with ICIC and Justice Informed.
  - Organize and host first ever “Foundation Day” to establish Chicago’s thought leadership around inclusive entrepreneurship, and to drive awareness and interest from national foundation community for WBC inclusive economic growth efforts and to individual BX Challenge cohort members.
  - Launch year 2 of program after re-application process, which will likely result in a down-selection of year 1 grantees plus 1-3 new grant cohort members.

- **ChicagoNEXT Inclusive Entrepreneurship Leadership Council:** a leadership advisory committee initially convened to assist the BX Challenge with ongoing evaluation and to mentor individual cohort members, the Council will also advise ChicagoNEXT team on additional program ideas to support and sustain long-term inclusive entrepreneurship growth.
ChicagoNEXT Council of Technology Leaders & Innovation Hubs Committee: led by Chair Mark Tebbe, the ChicagoNEXT council will continue to be convened to collect feedback from cross-representation of the local tech community and inform them of our work. Innovation Hubs Committee will continue to serve as a platform for collective impact and strengthen innovation hub collaboration across the city.

III. NEIGHBORHOOD AND STRATEGIC INITIATIVES

Neighborhood and Strategic Initiatives (NSI) drives inclusive economic growth and builds strong, sustainable neighborhoods through four strategies; targeted business development, workforce development, support services to small- and medium-sized businesses and local procurement development. NSI designs initiatives that can be replicated at the neighborhood level; creating innovative and sustainable models that support economic development. By expanding high-quality job opportunities with large employers, reimagining retail corridors, connecting business owners to resources that help them grow, and increasing procurement opportunities for local suppliers, NSI is strengthening and rebuilding neighborhoods where middle class families choose to live and lower income families benefit and prosper.

BUSINESS DEVELOPMENT
Some of the City’s most iconic business districts have faced decades of disinvestment and limited access to local purchasing power and economic growth. NSI drives investment back into these retail corridors through comprehensive business development services including; site selection, expansion assistance, marketing expertise, access to City resources and support to existing businesses.

Improve the look and feel of retail corridors
- A minimum of 10 occupancy ready retail spaces established along targeted retail corridors - Year 1 (Repeat in Years 2 and 3)
  - Create an online portal that catalogues 100% of the vacancies along targeted retail corridors for CDCs, the City (including Aldermanic Offices), real estate professionals and others to use to identify properties for new businesses
  - Prepare and present incentive packets to at least 50% of the property owners (RTZ, NOF, SBIF, etc.) that lead to opportunities for a minimum of 10 new occupancy ready retail spaces
  - Develop a minimum of 10 individualized marketing packages for neighborhood CDCs, developers, ward and real estate offices that reflect neighborhood amenities and include available retail space
• A minimum of 80% of registered RTZ/NOF projects are completed in Year 1 (and for the life of the project)
  o Register a minimum of 60 RTZ/NOF awardees and a minimum of 50 architects and contractors through the Neighborhood Network Portal; guide them through the project development process; complete a minimum of 48 (80%) RTZ/NOF projects – Year 1

WORKFORCE DEVELOPMENT
Improving employment opportunities for residents of underserved neighborhoods and creating non-traditional channels of community investment for neighborhood-based employers.

*Improve the economic outcomes for residents of underserved neighborhoods*
• A minimum of 40 Career Pathways Pilot participants will complete the program and be promoted from entry-level positions to Medical Assistant positions in Years 1-3
• A minimum of 3 employers will exceed current local hiring results by 30% in Years 1-3
  o Provide individualized data demonstrating the economic benefits of hiring locally to a minimum of 3 community anchor employers
  o Provide/review a minimum of 3 community anchor employers’ workforce data (zip codes) to establish a baseline of current workforce
  o Create and present toolkits and training to advance local hiring to a minimum of 3 community anchor employers and gain commitment of establishing local hiring goals
  o Connect a minimum of 3 community anchor employers to a local workforce partner and work with them to create and implement a local hiring strategy
• Workers’ owned cooperative will provide worker/owner opportunities for residents of an underserved neighborhood
  o Take framework for a workers’ owned cooperative from design to implementation (anchor buy-in, site selection, identifying funding sources, etc.) Years 1-2
  o Launch cooperative – Year 3

SMALL AND MEDIUM SIZED BUSINESS SUPPORT
Creating pathways for Chicago’s small- and medium-sized enterprises (SMEs) to open new locations.

*Provide SMEs opportunities for growth and expansion*
• A minimum of 25 businesses will be provided expansion opportunities – Years 1-2
- Establish key partnerships with organizations (i.e. Goldman Sachs 10,000 Small Businesses; WBDC; CCLF; CASE; etc.) to create framework and metrics for expansion diagnostic system – Year 1
- Develop and launch diagnostic system for expansion-stage businesses – Year

**PROCUREMENT DEVELOPMENT: (Chicago Anchors for a Strong Economy – CASE)**

Creating inclusive economic growth by leveraging Anchor buying/purchasing/procurement to collectively impact Chicagoland neighborhoods.

*Anchor institutions increase local spend; local businesses build capacity and grow*

- Provide procurement/vendor opportunities for a minimum of 50 business/anchor matches – 40 contracts awarded and 10 preferred vendor list opportunities
  - Launch the proprietary matchmaking tool to:
    - Assess and move forward a minimum of 300 CASE ready businesses to anchors to increase spend with and build capacity of local businesses
    - Provide 200 opportunities (Contract requests from anchors)

- Increase demand from anchors to buy locally by 10%:
  - Provide a benchmarking report used to set individual goals for anchors
  - Provide spend analysis for anchors quarterly; review and compare results to goals; together create plan of action if not meeting goals
  - Provide a dashboard annually to summarize and assess stated goals
FIRST AMENDMENT TO WORLD BUSINESS CHICAGO GRANT AGREEMENT

This First Amendment to World Business Chicago Grant Agreement, made and entered into effective as of the 27th day of April, 2018 (this "Amendment") by and between the City of Chicago, a municipal corporation (the "City"), acting through its Office of Budget and Management ("OBM"), its Department of Business Affairs and Consumer Protection ("BACP"), and World Business Chicago, an Illinois not-for-profit corporation formerly known as Chicago Partnership for Economic Development ("WBC").

RECITALS

WHEREAS, the City is a municipal corporation and home rule unit of local government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, WBC is an Illinois not-for-profit corporation organized for the purposes of facilitating and coordinating business attraction, retention and expansion efforts for the City ("WBC's Mission"); and

WHEREAS, WBC's Mission shall include cooperation with the Department of Planning and Development and other City departments and shall consist of those activities set forth in Exhibit A—Addendum to that certain World Business Chicago Grant Agreement between the City and WBC effective as of January 1, 2018 (the "Agreement"); and

WHEREAS, the City determined that a grant to WBC is necessary, essential and appropriate to assist WBC with WBC's Mission; and

WHEREAS, the City desired to provide to WBC for its use in fulfilling WBC's Mission a grant in an amount not to exceed $1,200,000 (the "Grant"); and

WHEREAS, on November 21, 2017, the City Council of the City adopted the City's 2018 annual appropriation ordinance approving the making of the Grant; and

WHEREAS, under the terms and conditions of the Agreement, the City agreed to make the Grant funds available to WBC; and

WHEREAS, by this Amendment the parties agree to include BACP as a party to the Agreement due to its role as the City department responsible for oversight of the Agreement; and

WHEREAS, by this Amendment the City and WBC now desire to amend the Agreement pursuant to Section 11 thereof to increase the amount of the Grant by $500,000 to $1,700,000 for the purpose described in Exhibit A—Addendum hereto; and

WHEREAS, the City and WBC have among their powers the authority to contract with each other to perform the undertakings described herein;
NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. AMENDMENTS TO AGREEMENT

1.1 The Agreement is hereby amended as follows:

(a) The amount of the Grant set forth in the fifth recital of the Agreement is hereby increased by $500,000 from $1,200,000 to $1,700,000.

(b) Section 2 of the Agreement is amended to read as follows:

SECTION 2. GRANT

Subject to the provisions in this Agreement, the City shall make available to WBC the Grant funds from Fund Nos. 100-99-4405-9180-220140 ($1,200,000) and 100-99-4470-00139-220139 ($500,000).

(c) Exhibit A to the Agreement is amended by adding Exhibit A-Addendum hereto, which is hereby incorporated herein.

1.2 Except as amended hereby the Agreement remains in full force and effect.

[The remainder of this page is intentionally left blank]
IN WITNESS WHEREOF, the parties have caused this First Amendment to World Business Chicago Grant Agreement to be executed by their authorized officers effective as of the day and year first written above.

CITY OF CHICAGO, a municipal corporation

By: ____________________________
    Budget Director
    Office of Budget and Management

Date: 5/14/18

By: ____________________________
    Commissioner
    Department of Business Affairs and
    Consumer Protection

Date: 5/14/18

WORLD BUSINESS CHICAGO, an Illinois not-for-profit corporation

By: ____________________________
    Name: Andrea L. Zdeb
    Title: President and CEO

Date: 5/9/18
Exhibit A-Addendum

World Business Chicago's Participation in
City of Chicago Economic Development Activities

[See Attached]
Exhibit A-Addendum

Grant objective:

- Chicago’s small business entrepreneurs often have difficulty identifying and engaging the right resources for their financial and technical assistance needs. This gap was identified through a Civic Consulting Alliance study in July 2017 and recognized by the Department of Business Affairs & Consumer Protection.
- The City is providing $500,000 in grant funding to World Business Chicago to support a program that includes building a digital infrastructure and creating a navigator team to provide relevant, tailored resource-provider recommendations to small businesses and entrepreneurs. The program will also amass and share a comprehensive inventory of existing resource providers and each of their capabilities. A detailed description of the requirements is provided below.
- World Business Chicago will launch the digital infrastructure accompanied by key supporting resources such as the navigator team by December 2018. The digital infrastructure should include at least 80% of Chicago’s resource-provider ecosystem within 3 years after launch.

Program requirements:

- The digital infrastructure must include the following features:
  - A public website with a user-friendly, online search engine that allows small business owners to identify resource providers by industry, business stage, zip code, area of assistance (e.g., legal services), and specific need (e.g., contract review, environmental compliance, etc.).
  - Resource providers must be able to create user accounts to add capabilities, events, contact info, and other relevant profile information.
  - Small business entrepreneurs must be able to create user accounts to share information on resource needs and growth.
  - The website should allow for a shared calendar of events offered by resource providers and should be mobile-friendly to view and manage content.
  - An inventory of all small business resource providers in Chicago, including key characteristics such as location, capacity, and content focus. Note: amassing this inventory will require extensive convenings and interviews to initially screen resource providers.
  - A provider management system to allow the Navigator Team and partners to update information about resource-provider capabilities based on entrepreneur feedback.
  - An inventory of small businesses operating in the City, including key dimensions such as size, customer orientation, stage of growth, industry sector, location, and M/WBE and DBE certification status.
  - A client management system that allows the Navigator Team and partners to monitor, survey, and highlight entrepreneurs’ successes over time as well as proactively identify opportunities for resource providers to support a business’ growth.
• **The Navigator Team** will be responsible for the following:
  o Instruct resource providers and small businesses on how to create and update their profiles on the website.
  o Manage a hotline and in-person navigator service that helps small business entrepreneurs identify the most appropriate resource provider for their specific needs.
  o Maintain up-to-date records on resource-provider capabilities and effectiveness, as well as small business growth and needs.
  o Leverage client management system to proactively reach out to small businesses with suggestions on which providers might be helpful for them to connect with given their current growth stage.
  o Provide recommendations to high-performing small business resource providers on which small businesses could best benefit from their services.
  o Conduct analyses to understand gaps in resource-provider landscape.

• **Data.** The City of Chicago has full, permanent rights of ownership, use, and transfer to all data derived from or associated with this program, regardless of whether the City continues to support the program beyond this initial grant. WBC will ensure that the Mayor’s Office has administrative rights to access any available underlying data in the digital infrastructure. Such digital infrastructure should have the capability to track, including but not limited to, the information below:
  o Number of website clicks
  o Number of unique visitors
  o Number of searches and breakdown by industry, business stage, zip code, area of assistance, and specific need
  o Number of new small business profiles and breakdown by key characteristics (industry, business stage, zip code, revenue, number of employees)
  o Number of repeat visits from small businesses
  o Number of resource provider profiles and breakdown by area of assistance and key specialties
  o Quantitative analysis of gaps in resource provider ecosystem and recommendations for how the provider ecosystem could fill that gap
  o List of small businesses that should be targeted for proactive outreach

• The Mayor’s Office or BACP's Chief Small Business Officer will work with WBC to collect any additional qualitative information such as summary of qualitative feedback from small business entrepreneurs on website functionality, resource provider helpfulness, and outstanding gaps when appropriate.