

THIS AGREEMENT is entered into between **THE CHICAGO COMMUNITY TRUST** ("the Trust"), and **Foundation for National Progress** (the "Consultant"), on the dates indicated below.

1.1 **SERVICES TO BE PROVIDED:** The Consultant hereby agrees to assist with the establishment of a Media Consortium for THE CHICAGO COMMUNITY TRUST. The deliverables for this work are listed below. Any work not outlined in this agreement must be approved in writing, in advance of the work, by signatories of this agreement.

- Foster new and substantive relationships among media outlets that serve different communities within Chicago
- Support development of a local media network for collaborative storytelling that provides more complete stories of Chicago's neighborhoods
- Expand the civic conversation nurtured at *On the Table* by helping to communicate the impact of those conversations in specific communities and neighborhoods
- Recruit 12-15 Chicago-based media platforms, focusing particularly on outlets engaged with self-identified communities, (e.g. Latino, African American, Chinese, LGBTQ, youth) to tell stories that better capture the breadth of *On the Table* conversations
- Gather senior leadership from these outlets for an in-person meeting on Thursday, March 16 to provide a briefing about *On the Table*; to determine if the outlet is willing to participate in an *On the Table* event; and to obtain firm commitments from the outlets on how they will engage in this collaborative effort
- Provide these outlets with a Media Consortium membership and connect them with Chicago-based Media Consortium members to provide additional storytelling support so that they can produce 5-7 stories in advance of *On the Table*
- Manage logistical coordination with all participating journalists and storytellers to host at least 7 OTT events. Ensure outlets are fulfilling their commitments to produce stories
- Manage logistical coordination with all participating journalists and storytellers to produce 8-10 stories post OTT 2017. Ensure outlets are fulfilling their commitments to produce stories
- Host a post-project meeting with participating outlets to evaluate their experience, and determine ways they can work together moving forward
- Provide a final two-page report detailing which outlets participated, and whether they hosted or otherwise engaged directly in *On the Table* events; a listing of stories produced; and an analysis of the impact of outlet storytelling on the wider perception of *On the Table* in the communities these outlets serve

2.1 **COMPENSATION:** THE CHICAGO COMMUNITY TRUST agrees to pay the Consultant \$20,000 inclusive of expenses. Any work in excess of \$20,000 in consulting fees will require written approval, in advance, by THE CHICAGO COMMUNITY TRUST. The Consultant understands and acknowledges that as an independent contractor, no deductions will be taken from such compensation, as further indicated in Section 5, below. Payment will be issued in two installments: \$13,400 in March 2017 and the balance upon completion of the work. The Consultant will be responsible for invoicing THE CHICAGO COMMUNITY TRUST. Such invoices should be submitted to Jean Westrick, Civic Engagement Director. In general, invoices that are received and approved by the Trust by Monday at noon will be mailed the following Friday.

3.1 **INDEMNITY:** The Consultant hereby agrees to indemnify and hold THE CHICAGO COMMUNITY TRUST or its affiliates harmless from any and all liability, costs, claims and expenses, including attorneys' fees and related costs and expenses, which THE CHICAGO COMMUNITY TRUST

or its affiliates may incur or sustain by reason of any act or failure to act by the Consultant, its agents, employees, officers or directors. Since such act or failure to act on the part of the Consultant could occur during the operation of this Agreement or thereafter, and since the discovery by THE CHICAGO COMMUNITY TRUST or its affiliates of such act or failure to act on the part of the Consultant might not occur until after termination of this Agreement, this paragraph shall survive the termination of this Agreement and shall remain in full force and effect.

4.1 **STATUS OF THE CONSULTANT:** It is understood and agreed that the Consultant is an independent contractor and is not an employee of THE CHICAGO COMMUNITY TRUST or its affiliates. Accordingly, the parties recognize and agree that the Consultant shall have no authority to bind THE CHICAGO COMMUNITY TRUST or its affiliates in any contract except as specifically provided for in this Agreement. Any persons who act for the Consultant shall be employees or agents solely of the Consultant and not of THE CHICAGO COMMUNITY TRUST or its affiliates. The Consultant agrees that he/she will secure all licenses or permits required by law and shall comply with all ordinances, laws, orders, rules and regulations pertaining to the services provided hereunder.

5.1 Neither federal, nor state, nor local income tax, nor payroll tax of any kind, nor any other withholding applicable to employees, shall be withheld or paid by THE CHICAGO COMMUNITY TRUST or its affiliates on behalf of the Consultant or the employees of the Consultant. The Consultant shall not be treated as an employee of THE CHICAGO COMMUNITY TRUST or its affiliates with respect to the services performed hereunder for federal or state tax purposes.

5.2 Because the Consultant is engaged in the Consultant's own independent business, the Consultant is not eligible for, and shall not participate in, any pension, health, or other fringe benefit plan, of THE CHICAGO COMMUNITY TRUST or its affiliates.

5.3 The Consultant understands that the Consultant is responsible to pay, according to law, the Consultant's own income and employment taxes. If the Consultant is not a corporation, the Consultant further understands that the Consultant may be liable for self-employment (social security) tax, to be paid by the Consultant according to law.

5.4 No workers' compensation insurance shall be obtained by THE CHICAGO COMMUNITY TRUST or its affiliates concerning the Consultant or the employees of the Consultant. The Consultant shall comply with the workers' compensation law concerning the Consultant and the employees of the Consultant and shall provide proof of workers' compensation insurance coverage to THE CHICAGO COMMUNITY TRUST or its affiliates. If the Consultant is a sole proprietor, waiver of workers' compensation coverage is acceptable.

6.1 **OWNERSHIP OF WORK PRODUCT:** The Consultant hereby grants and assigns exclusively to THE CHICAGO COMMUNITY TRUST or its affiliates any and all right, title and interest that the Consultant may now or hereafter own, including all copyright, patent, trademark and trade secret rights, which may arise from the Consultant's performance pursuant to this Agreement. It is understood that the Consultant will receive no royalty from THE CHICAGO COMMUNITY TRUST or its affiliates for its assignment as provided in the preceding sentence. The Consultant further agrees that it shall execute any and all documents necessary to release to THE CHICAGO COMMUNITY TRUST or its affiliates any and all rights which the Consultant may acquire in any property, whether tangible or intangible, in connection with the Consultant's performance pursuant to this Agreement.

7.1 **CONFIDENTIALITY:** The Consultant and its employees and agents shall not, during the term of this Agreement, or at any time thereafter, disclose any confidential information acquired by the Consultant in the performance of its duties under this Agreement to any third party except as permitted, in writing, by THE CHICAGO COMMUNITY TRUST or its affiliates. Such non-disclosure shall apply, but is not limited to, information concerning internal operations of THE CHICAGO COMMUNITY TRUST or its affiliates, any of its members and organizations to which services are provided. The obligations under this paragraph shall survive the termination of this Agreement.

8.1 **TERM AND TERMINATION:** The term of this Agreement shall be between the periods of March 14, 2017 and July 31, 2017.

8.2 **TERMINATION BY EITHER PARTY:** Either party may terminate this Agreement at any time by giving fifteen (15) days' written notice to the other party. Such notice shall be to the respective individuals who are signatories to this agreement.

8.3 **OBLIGATIONS UPON TERMINATION:** In the event of termination, the Consultant shall immediately return to THE CHICAGO COMMUNITY TRUST all materials issued for his/her use or developed by the Consultant in fulfilling the services rendered hereunder. The Consultant agrees that THE CHICAGO COMMUNITY TRUST shall have the right to apply to a court of competent jurisdiction for an injunction restraining the Consultant from any violations of this Agreement. The Consultant agrees to reimburse THE CHICAGO COMMUNITY TRUST for its attorneys' fees necessary to seek remedies for violations of this Agreement. The obligations under this paragraph will survive the termination of this Agreement and shall remain in full force and effect.

9.1 **NOTICES:** All notices and other communications required or permitted under this Agreement shall be in writing and may be personally delivered, faxed or sent by first-class mail, postage prepaid, to the parties to the signatories below at their addresses as shown from time to time on the records of THE CHICAGO COMMUNITY TRUST. Any party may specify a different address by notifying THE CHICAGO COMMUNITY TRUST in writing of such different address. All notices and other communications required or permitted under this Agreement shall be deemed to have been received on the day when personally delivered, faxed, or three (3) days after being mailed, as the case may be.

9.2 **MISCELLANEOUS:** To the extent federal law is not controlling, this Agreement shall be governed by the laws of the State of Illinois, and all questions pertaining to the validity or construction of this Agreement shall be determined in accordance with the laws of Illinois.

9.3 **ENTIRE AGREEMENT/SEVERABILITY:** This Agreement sets forth the entire agreement between the parties and supersedes any other written or oral understandings. No modification or waiver of any provision of this Agreement shall be valid unless in writing and signed by duly authorized representatives of the parties hereto. The parties agree that if any provision of this Agreement or application thereof is held to be invalid, the invalidity shall not affect other provisions or applications of this Agreement.

9.4 **NON-PERFORMANCE:** Neither party to this Agreement shall be liable for failure to perform under this Agreement if such failure is due to causes beyond the reasonable control of such party or the performance would be contrary to the laws of the United States or the State of Illinois.


9.5 **NO ASSIGNMENT:** This Agreement may not be assigned by the Consultant to any other person, firm or corporation without the express written consent of THE CHICAGO COMMUNITY TRUST.

If this contract sets forth correctly your understanding of the terms of your work for the Trust, please sign and date it in the space indicated and return it along with a copy of your W9 to The Chicago Community Trust Human Resources Department, keeping a copy for your files.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates set forth below.

**THE CHICAGO COMMUNITY TRUST**

Date: 4-17, 2017

  
\_\_\_\_\_  
Terry Mazany  
President & CEO

**CONSULTANT: Foundation for National Progress**

Date: May 2, 2017

  
\_\_\_\_\_  
Signature

Business Manager  
\_\_\_\_\_  
Title

94-2282759  
\_\_\_\_\_  
FEIN