AGREEMENT
BETWEEN
MAYOR AND CITY COUNCIL OF BALTIMORE
AND
CODE IN THE SCHOOLS INC.

JAN 1 7 2018

THIS AGREEMENT (this "Agreement") is made this _____ day of _____ 2017 ("Effective Date"), by and between the **MAYOR AND CITY COUNCIL OF BALTIMORE**, a municipal corporation of the State of Maryland, acting by and through its Mayor's Office of Information Technology ("City"), and **CODE IN THE SCHOOLS INC.**, a non-profit corporation registered and in good standing in the State of Maryland, with a principal place of business located at 203 Bolton Place, Baltimore, MD 21217 ("CITS").

RECITALS

WHEREAS, the City through the Mayor's Office of Information Technology ("MOIT") is charged with the management of citywide information technology related needs and services. Part of the focus of MOIT is the development of programs and partnerships that support the City's ability to attract, develop and retain talent necessary to adjust to dynamic and rapidly changing skill sets required to provide information technology services in order to provide public sector service delivery improvements. Coding, application development, user story development and data science are skillsets central to this work.

WHEREAS, CITS has as its core mission, the expansion of access to quality computer science education programs for Baltimore City youth to prepare them to participate fully in the 21st century economy and, has experience creating and delivering innovative information technology skills development program in partnership with community organizations, public and private institutions and government entities that build pathways from school to jobs; and

WHEREAS, MOIT's human capital strategy includes; 1) investing in the capacity of front line and supervisory level staff to identify and fulfill opportunities for: task automation, greater utilization of technology to streamline processes, data analysis and program development; 2) leveraging the ecosystem of civic technology organizations, individuals and interested staff in local technology firms to work side by side with City staff to code, teach, scope and develop solutions and facilitate the necessary transfer of skills and knowledge between the private and public sector; and 3) developing more meaningful opportunities and experiences for talented local youth to re-think public service and participate in practical real world and project specific curriculum around coding for improving government service.

WHEREAS, the City hereby wishes to engage the services of CITS and CITS has agreed to provide the services described herein to the City.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.   **PURPOSE**

The purpose of this Agreement is for the parties to create a Pipeline Partnership (the "Project"), which will: a) allow the City to establish a skills and needs based jobs pipeline that encourages local youth to consider careers in the public sector at the intersection of coding, data analysis and process improvement; b) initiate a multi-year relationship with talented, qualified local youth who not only understand our operations and unique operational challenges but who are simultaneously working on delivering solutions that the City can incorporate; and c) improve the internal capacity of the City by developing the computer programming skills needed to support the City's work. The overarching purpose is to address a critical skills gap and to attract and develop the next generation of public servants to local government.

2.   **SCOPE OF SERVICES.** The City shall submit individual scope requests to CITS as Exhibits to this Agreement. Each additional scope of work shall be submitted as an addendum to this Agreement, subject to Board of Estimates approval. The first scope of work for the Department of General Services is attached hereto as **Exhibit A** and incorporated herein.

3.   **PROFESSIONAL RESPONSIBILITY.** CITS shall exercise independent professional judgment and shall assume professional responsibility for all services provided hereunder. CITS warrants that it is authorized to engage in the performance of services of this Agreement, and that it has secured all required licenses and certifications to provide services under this Agreement.

4.   **CRIMINAL BACKGROUND CHECKS.** As applicable pursuant to Md. Code Ann. Family Law Article, §5-560 et seq., the Consultant and its subcontractors shall obtain criminal history records checks of employees, agents, and volunteers who shall provide services to minors under this Agreement. In any case where a criminal record is reported, the Consultant and its subcontractors shall be responsible for taking immediate and appropriate action to protect the safety and welfare of any and all persons (especially minors, seniors, and people with disabilities or mental illness) having contact with that individual.

5.   **TERM.** The term of this Agreement shall begin on the date of approval by the Board of Estimates (the "Board") and shall terminate one (1) year thereafter, unless terminated earlier in accordance with the provisions herein.

6.   **COMPENSATION.**   The compensation to CITS shall not exceed $30,000.00. Compensation will be detailed in each Exhibit for scope, and shall be based upon invoices approved by the City. The Parties shall each be responsible for its own expenses not set forth in each exhibit. The cost of **Exhibit A** for the Department of General Services is $8,000.00.

8.   **INSURANCE.** CITS shall obtain all the insurance required under this section. CITS will name the Mayor and City Council of Baltimore City as additional insured. CITS, at its sole expense, shall procure and maintain during the life of this Agreement the following required insurance coverage.

A.   Commercial General Liability Insurance at limits of not less than One Million Dollars ($1,000,000) per occurrence for claims arising out of bodily injuries or death, sexual molestation and abuse, and property damages, including products and completed operations coverage. With those policies with aggregate limits, a minimum limit of Two Million Dollars ($2,000,000) is required. Such insurance shall include contractual and cyber liability insurance.

B.   Educators Errors & Omissions at limits of not less than One Million Dollars ($1,000,000) per occurrence.

C.   Business Automobile Liability at limits of not less than One Million Dollars ($1,000,000) per occurrence for claims arising out of bodily injuries or death, and property damages. The insurance shall apply to any owned, non-owned, leased or hired automobiles used in the performance of this Agreement.

D.   Worker's Compensation coverage as required by the State of Maryland, as well as any similar coverage required for this work by applicable Federal or "Other States" State Law.

E.   The Mayor and City Council of Baltimore, its elected/appointed officials, employees, and agents shall be covered, by endorsement, as additional insured as respects to liability arising out of activities performed by or on behalf of the CITS in connection with this Agreement.

F.   CITS's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

G.   To the extent of CITS's negligence, CITS's insurance coverage shall be primary insurance with respects to the City, its elected/appointed officials, municipal agencies and departments, employees, and agents. Any insurance and/or self-insurance maintained by the City, its elected/appointed officials, employees, or agents shall not contribute with CITS's insurance or benefit CITS in any way.

H.   Coverage shall not be suspended, voided, canceled or reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days' prior written notice has been given to the City. There will be an exception for non-payment of premium, which is ten (10) days' notice of cancellation.

I.   Insurance must be placed with insurers licensed/approved to do business in the State of Maryland that have an A.M. Best's Insurance Rating of no less than A:VII, or, if not rated with A.M. Best's, have a minimum surplus equivalent to A.M. Best's surplus size VII.

J.   CITS shall furnish the City with a "Certificate of Insurance" and a copy of the additional insured endorsement as verification that coverage is in force. The City reserves the right to require complete copies of insurance policies at any time.

K.   Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required may render this Agreement null and void; provided, however, that no act or omission of the City shall in any way limit, modify or affect the obligations of CITS under any provision of this Agreement.

7.   **INDEMNIFICATION.** CITS shall indemnify, defend and hold harmless the City and its elected/appointed officials, employees, agents, and volunteers from any and all claims, demands, suits, and actions, including attorneys' fees and court costs, connected therewith, brought against the City, its elected/appointed officials, employees, agents and volunteers, arising as a result of any activities caused by the direct or indirect, willful, or negligent act or omission of CITS, its officials, employees, agents, volunteers or contractors arising out of this Agreement. This provision shall survive termination of this Agreement.

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8.   TERMINATION. A party, upon sixty (60) days written notice, can terminate its involvement in this Agreement, in whole or in part before the expiration of this Agreement. The remaining parties to this Agreement can determine whether to amend or terminate this Agreement at that time. The Parties will receive compensation for actual expenses occurred for any approved invoices related to work completed prior to such termination pursuant to the terms of the Agreement.

9.   LICENSE. Students participating in the Project hereby irrevocably grant to the City and any other governmental agency a perpetual, non-exclusive, royalty-free, worldwide license in and to any and all copyright, patent, trade secret, and other intellectual property rights including the right to use, reproduce, publish, publicly perform, and publicly display the code that the student(s) may develop in relation to the Project.

10.   INFRINGEMENT PROTECTIONS. By participating in the Project, students represent and warrant that their product is wholly originally (except materials incorporated therein supplied by the City).

11.   CONFIDENTIALITY. The Contractor agrees that any confidential information received from the City or its personnel in the furtherance of this Agreement shall remain strictly confidential and shall not be made available to any individual or organization without the prior written approval of the City or pursuant to applicable federal, state, or local laws. The provisions of this section shall remain binding upon the Contractor after the termination of this Agreement.

12.   MODIFICATIONS/AMENDMENTS. As each new scope of work is decided upon by an agency, that agency shall submit an updated exhibit which will shall be approved by the Board. Any and all modifications, alterations, or amendments to the provisions of this Agreement must be by means of a written amendment that refers to and incorporates this Agreement, is duly executed by an authorized representative of each party, and is approved by the Board of Estimates. No modifications, alterations, or amendments of this Agreement are valid and enforceable unless the above requirements have been satisfied.

13.   AUDITS. The Contractor shall maintain and retain all records and other documents related to this Agreement for a period of three years from the date of final payment under this Agreement, except in cases where unresolved audit questions require retention for a longer period as determined by the City. These records shall be available at any time during normal business hours and as often as the City deems necessary. The Contractor shall permit the City or its designee to audit, examine and make excerpts or transcripts from such records.

14.   MISCELLANEOUS

    17.1.   No Waiver. A party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this Agreement.

    17.2.   Severability. Each provision of this Agreement shall be deemed to be a separate,

severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provisions or of this Agreement, which shall remain in full force and effect.

17.3. <u>Governance</u>. This Agreement is made in the State of Maryland and shall be governed by the laws of the State of Maryland, including the applicable statute of limitations, without regard to the conflict of law rules. The legal venue of this Agreement and any disputes arising from it shall be settled in Baltimore City, Maryland.

17.4. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the respective personal and legal representatives, successors, guardians, heirs and permitted assigns of the parties hereto and all persons claiming by and through them.

17.5. <u>Agency</u>. Nothing herein contained shall be construed to constitute any party the agent, servant or employee of the other party, except as specifically provided in this Agreement. No party has the authority to act as an agent of the other party except as specifically provided in this Agreement.

17.6. <u>Notice</u>. All notices, requests, claims, demands and other communications required or permitted under this Agreement (collectively, "Notices") shall be in writing and be given (i) by delivery in person, (ii) by a nationally recognized next day courier service, (iii) by registered or certified mail, postage prepaid, to the address of the party specified in this Agreement or such other address as either party may specify in writing to the following:

FOR THE CITY:
Lindsay Wines, Chief of Staff
Mayor's Office of Information Technology
401 E. Fayette Street, 3rd Floor
Baltimore, MD 21202
Lindsay.Wines@baltimorecity.gov

FOR CITS:
Code in the Schools Inc.
Gretchen LeGrand, Executive Director
203 Bolton Place
Baltimore, MD 21217
Gretchen@codeintheschools.org

17.7. <u>Gender</u>. Words of gender used in this Agreement may be construed to include any gender; words in the singular may include the plural of words, and vice versa.

17.8. <u>Headings</u>. Any heading of the paragraphs in this Agreement is inserted for convenience and reference only, and shall be disregarded in construing and/or interpreting this Agreement.

17.9. <u>Recitals</u>. The recitals are hereby incorporated as part of this Agreement.

17.10. <u>Survival</u>. The representations, warranties, covenants, promises, and agreements contained in this Agreement shall survive the execution and consummation of this Agreement, and shall continue until the applicable statute of limitations shall have barred any claims thereon.

17.11. <u>Remedies Cumulative</u>. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the

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right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

17.12. **Independent Parties.** It is agreed by the parties that at all times and for all purposes hereunder that CITS is not an employee of the City. No statement contained in this Agreement shall be construed so as to find CITS or any of its employees, subcontractors, or agents to be employees of the City, and they shall be entitled to none of the rights, privileges, or benefits of employees of the City. CITS warrants that individual(s) performing work under this Agreement shall be employee(s) of CITS for all purposes, including but not limited to unemployment insurance, tax withholdings, workers compensation coverage as required by applicable federal and state law.

17.13. **Assignability/Subcontracting.** CITS shall not assign, transfer, or subcontract any part of this Agreement without the prior written consent of the City, which shall not be unreasonably withheld.

17.14. **Further Assurances.** Each party shall cooperate with the other and execute such instruments or documents and take such other actions as may reasonably be requested from time to time in order to carry out, evidence or confirm their rights or obligations or as may be reasonably necessary or helpful to give effect to this Agreement. Furthermore, CITS agrees to comply with the City's Electronic Communications Policy and will execute the Acknowledgment of Electronic Communications Policy (AM-118-1-1) prior to commencing any work pursuant to this Agreement, if applicable.

17.15. **Force Majeure.** Neither party will be liable for its non-performance or delayed performance if caused by a "Force Majeure" which means an event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, or any other similar cause. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen (15) calendar days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties may modify this Agreement in accordance with the requirements herein.

17.16. **Entire Agreement.** This Agreement constitutes the entire, full and final understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein. The parties do not intend to sign this Agreement under seal to make it a specialty under Maryland law and hereby agree to impose the standard statute of limitations on this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed in their respective names by their respective duly authorized officers as of the date first above written.

ATTEST/WITNESS: **MAYOR AND CITY COUNCIL OF BALTIMORE**

BY: _____   BY: _____ (SEAL)
Alternate Custodian of the City Seal   Name: Frank A. Johnson
                                   Title: Chief Digital Officer/Chief Information Officer,
                                          Mayor's Office of Information Technology

                                   BY: _____ (SEAL)
                                   Name: Steve Sharkey
                                   Title: Director, Department of General Services

ATTEST/WITNESS: **CODE IN THE SCHOOLS INC.**

BY: _____   BY: _____
                                   Name: Gretchen LeGrand
                                   Title: Executive Director

APPROVED AS TO FORM AND   **APPROVED BY THE BOARD OF ESTIMATES**
LEGAL SUFFICIENCY:

BY: _____   BY: _____
Assistant City Solicitor   Clerk
                                                          JAN 4 7 2018 Date

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EXHIBIT A – DGS Python Project

A.   The City agrees to:

1.   Assist CITS on the needs assessment and design of a work, project based curriculum for Baltimore City high school students and provide computer programming projects born out of real agency operational challenges that will guide the curriculum development for an intensive course and course structure on Python.   Python is a powerful, high-level, open source computer programming language that supports object-oriented and functional programming paradigms and is well-suited for a diverse set of tasks including automation of testing, basic scripting, web application development, data analysis and visualization, scientific computing, webs scrapping, and information security.

2.   Participate in meetings with the Project students at least three (3) times throughout the Project and commit up to 40 hours of direct assistance time on Project scope development with CITS and, individual Project feedback to students, and other Project-related action items during workday, evening and weekend hours as required to support the needs of CITS.

3.   Provide guidance on how pre-selected Project deliverables will be implemented and used in City work and, information about the impacts at the agency level of using any tools or programs born out of the Project partnership.

4.   Participate in and or assist in coordinating final Project judges for the end of program course presentations and demos where participating students will showcase their solutions and technology used to address the problem statements they were provided.

5.   Create a Project fellow position and provide funding for 1 or more students who have: a) successfully completed the curriculum, b) been selected as a winner or co-winner of the project end presentation competition, and c) applied for the nine-week internship.

6.   Upon selection of a Project fellow, DGS will provide direct supervision and mentorship to the fellow to prepare them for work in a professional environment ensure their success and professional development. This includes establishment of a regular, project-based work schedule, incorporating the fellow as a regular staff member with clearly documented deliverables and workplace expectations and providing access to additional training and professional development resources to the fellow.

7.   DGS will hire one (1) or more students at the end of the Project as an intern. DGS will ensure the availability of funding for one (1) or more

students who have: a) successfully completed the curriculum; b) been selected as a winner or co-winner of the Project end presentation competition; and c) applied for the nine-week internship. DGS will manage the administrative process necessary to hire the student(s) through established Department of Human Resources processes and provide direct supervision and mentorship to the intern. DGS will outline and incorporate work hours, specific project deliverables, and the scope of mentorship and professional development assistant to be provided into the internship agreement between DGS and the selected Project participant(s).

B. CITS agrees to:

1. Implement a secondary education program and curriculum to teach at least 12 weeks of a coding language identified by DGS.

2. Create and implement a secondary education program and curriculum to coach and teach both a Python Foundations course as well as a 9-week project-based program centered on the coding language (Python) to support the ability of students to work alongside City government staff and or members of the civic tech community on solutions to service delivery and business process problems using open source software.

3. Recruit and retain between 7 and 15 Baltimore City students for both the instructional coding and project-based learning program. As an incentive for the Project, CITS will make available special resources for additional, off-hour 1 on 1 tutoring by career programmers, and a professional development funding pool to be used for the purchase of relevant coding instruction material, books, trainings on specific frameworks or relevant subscriptions at the request of Project students looking to increase their exposure and command of Python in addition to what is provided by the CITS instructor during program hours.

4. Provide space for these programs to run Monday, Tuesday, Wednesday, and Thursday from 4-6 pm, unless there is a designated holiday or emergency schedule from April 3, 2018 to May 31, 2018.

5. Require that students attend an average of three (3) sessions per week of the Python Foundations course, unless otherwise excused, in order to be eligible for the 9-week Project-based program and the DGS internship.

6. Identify and secure an instructor for the Project course at least 1 month prior to the start date of the Project.

7. Finalize coding course curriculum syllabus at least one month prior to the program start date such that both parties can review the curriculum to ensure it meets Project needs and goals.

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8. Facilitate and organize space for an end-of-program competition event to showcase the students' final projects to the public, relevant partners, local software engineering and data science firms and City officials.

C. The Parties agree to:

1. Assist in outreach and publicizing the Project to potential students, academic institutions, parents, and other appropriate outlets and coordinate outreach efforts between DGS staff and CITS communications staff.

2. Provide advance notice to one another when there are unforeseen challenges that may prevent any of the project deliverables from being met or to be delayed.

3. Meet at least one time per week during the first month of the Project and at regular intervals as needed during both programming sessions to adjust the curriculum and students' requirements.

Compensation

DGS shall pay CITS as provided in this **Exhibit A**. DGS shall pay CITS $4,000 upon approval of this Agreement, and $4,000 based on quarterly invoices for the deliverables outlined in the budget. The spending for the 1 on 1 coding tutoring is allowable only for students who have completed the 12-week introductory course referenced in **Exhibit A** Scope section item B.1 and, who are enrolled in the 9-week Pipeline Program referenced in Exhibit A Scope Section B.2.

Pipeline Program Budget	
Item	Cost
1 on 1 Python coding tutoring by local professional software engineers	$3,500
Python and framework online courses, training, subscription, professional development resource pool for Pipeline Program participants	$3,000
End of program showcase event	$1,500
Total	$8,000