

**GRANT OF SERVICES AGREEMENT
BY AND AMONG
THE CITY OF CHICAGO, MATRIX CONSULTING GROUP,
AND THE COMMERCIAL CLUB FOUNDATION**

The City of Chicago (the “City”), by and through its Chicago Police Department (“CPD”), Matrix Consulting Group, a California corporation (“Matrix”), and The Commercial Club Foundation, an Illinois not-for-profit corporation (“CCF”) (each a “Party” and together, the “Parties”) hereby enter into this Grant of Services Agreement (“GSA”) as of this 24th day of October, 2024.

RECITALS

- A. CPD is committed to protecting the lives, property, and rights of all people, to maintain order, and enforce the law impartially. CPD’s goal is to perform constitutional and effective policing that keeps both community members and officers safe and restores the community’s trust in the CPD.
- B. CCF is an Illinois not-for-profit corporation with a mission to make the Chicago region a better place to live, work, and do business.
- C. Matrix is a consulting firm providing solutions to its clients' management, staffing and operational concerns.
- D. In January 2019, the City of Chicago entered into a policing Consent Decree in *State of Illinois v. City of Chicago*, N.D. Ill. 17-cv-06260 (the “Consent Decree”). The Consent Decree sets forth numerous requirements for CPD to reform training, policies, and practices to ensure constitutional, effective, and transparent policing.
- E. CCF wishes to provide a grant of services to the City that adheres to the numerous requirements set forth in the Consent Decree and thus in connection with the Consent Decree, City, Matrix Consulting Group (“Matrix”) and CCF desire to enter into the Agreement to Provide Professional Consulting Services to the City of Chicago, by and between the City, Matrix, and CCF (“Matrix Consulting Agreement”), a copy of which is attached as Exhibit A.
- F. CCF has received funding from The Joyce Foundation, Pritzker Pucker Family Foundation, Arnold Ventures, Chicago CRED, and other funders as needed to support the completion of this project (collectively, “Funders”) to make this grant of services.

- G. Under Section 8 of the Annual Appropriation Ordinance, the Budget Director and Commissioner of Human Resources of the City are authorized to enter into agreements for the City to receive grants of consulting, professional, and/or technical services.
- H. The Parties wish to enter into this GSA to describe the responsibilities and obligations of each Party with respect to the grant of services.

I. PURPOSE AND ACTIVITIES

- A. Purpose. The Parties desire to work together to assist CPD in reforming CPD training, policies, and practices to ensure constitutional, effective, and transparent policing.
- B. Activities. CPD and Matrix will work together to conduct a staffing and workforce allocation analysis in accordance with the terms and provisions of the Matrix Consulting Agreement.

II. DUTIES AND OBLIGATIONS OF THE PARTIES

To fulfill the terms of the Matrix Consulting Agreement, the Parties agree to do the following:

- A. Grant of Services. The scope of work set forth in Matrix Consulting Agreement to be provided by Matrix is referred to as the “Services.” Pursuant to the terms of this GSA, CCF hereby grants to the City the Services, and the City hereby accepts such grant of Services. CCF shall be responsible for payment of Matrix’s invoices directly to Matrix for performing the Services up to the total sum of \$760,588.00 (such amount is referred to herein as the “Total Project Cost”). Matrix shall bill CCF monthly for work completed pursuant to the Matrix Consulting Agreement in the previous month. Payments shall be tied to task totals as described in Matrix’s Price Proposal attached hereto as Exhibit B on a percent complete basis. It is the intent of the Parties the Services will be provided on a substantially consistent basis each month, resulting in substantially equal monthly installments of approximately \$63,382.33 each month. In no event shall the total payments made by CCF to Matrix exceed the Total Project Cost of \$760,588.00. CCF shall pay invoices within thirty (30) days of receipt or shall provide a notice to Matrix in the event CCF has any questions about an invoice or does not agree with any amount on such invoice. In the event of delivery of such a notice, CCF shall pay the undisputed amount of such invoice

and Matrix and CCF shall meet and discuss in good faith a resolution to such disagreement. In the event Matrix and CCF are unable to reach a mutually satisfactory resolution of any such dispute or disagreement within 60 days following the delivery of the notice referred to above, the matter shall be settled by following the arbitration provisions set forth in Section VI E below. In the event CCF does not timely pay any invoice or does not timely pay the undisputed amount of any invoice (if CCF has provided timely notice of any disputed amount), Matrix may, after giving notice to the City and CCF, suspend providing Services until receipt of payment. The City shall have no responsibility to compensate CCF or Matrix for Services provided pursuant to this GSA or the Matrix Consulting Agreement.

B. City's Duties.

- i. CPD shall work with Matrix throughout the term of the Matrix Consulting Agreement to conduct a staffing and workforce allocation analysis. CPD shall furnish Matrix with all available necessary information, data, and material pertinent to the execution of Consulting Agreement and shall cooperate with Matrix in carrying out the scope of work attached as set forth in the Matrix Consulting Agreement and shall provide adequate staff for liaison with Matrix.
- ii. CPD shall grant CCF's chosen representative a permanent role on the steering committee ("CCF Representative") that will be overseeing the staffing and workforce allocation analysis.
- iii. CPD shall provide monthly updates to CCF and Funders in form and content mutually satisfactory to CPD and CCF regarding the staffing and workforce allocation analysis, including but not limited to virtual meetings with the CPD's Chief of Staff and CPD project lead.
- iv. CPD shall invite Funders to quarterly steering committee meetings. At those meetings, Funders will be able to provide strategic advice that the steering committee may consider;
- v. CPD will coordinate with concurrent strategic City efforts and provide any supporting data or information to Matrix. This includes but is not limited to working with Matrix and other identified stakeholders to understand the scope, deliverables, and timeline of concurrent strategic efforts to determine opportunities for coordination with and input into the workforce allocation analysis and model development. These other efforts are including, but not limited to:

- Community policing strategy, including definition of role of beat officer and all other sworn officers as community policing officers (and related community engagement)
 - Analysis of 911 calls for service (and related community engagement) and
 - such other strategic efforts delineated in the scope of work set forth in the Matrix Consulting Agreement attached hereto and shall be completed within one year of commencement of the Police Department Staffing Analysis.
- vi. CPD will provide notice and opportunity for community engagement throughout the project as outlined in the Matrix Consulting Agreement.
- vii. CPD will use commercially reasonable efforts to adhere to key benchmarks and deadlines as outlined in the Matrix Consulting Agreement.
- viii. CPD shall make Matrix's final report, the data-driven model, and assumptions publicly available within 10 days of receipt of the final report and recommendations. The report will include the following elements:
- An executive summary, summarizing the major findings of the study.
 - The organizational and current state assessment elements of the descriptive profile.
 - Comprehensive analysis of workload, demand-driven methodologies, and staffing needs for each Bureau within the Chicago Police Department, merging the framework and staffing analysis deliverables into a cohesive report structure.
 - A summary of community engagement activities conducted and input received.
 - The implementation plan for the staffing allocation model, including any associated communications material.
 - Comprehensive list of recommendations, including staffing needs for each function within the department.

- As an appendix, documentation for the staffing allocation model.

The final report will not include any personally identifiable information or any Confidential Proprietary Information of Matrix (as defined in the Matrix Consulting Agreement).

C. CCF's Responsibilities.

- i. CCF shall compensate Matrix for all services provided under the Matrix Consulting Agreement, subject to the overall total compensation that may be paid to Matrix not exceeding the Total Project Cost (\$760,588.00).
- ii. CCF's Representative shall provide guidance and strategic direction to the steering committee overseeing the staffing and workforce allocation analysis and provide recommendations to ensure the progress made aligns with the goals and objectives laid out in the scope of work.

D. Salary and Benefits. Any persons or entities employed by CCF, the City, and/or Matrix for performance of the Services shall be compensated by CCF, the City, and/or Matrix based on whether CCF, the City, or Matrix employs such person or entity as applicable. Matrix is an independent contractor and not an employee, partner, or joint venturer of either the City or CCF. Each Party shall be solely responsible for the payment of its own federal, state, and local income taxes, as applicable, as well as any federal or state personal income tax withholding, Social Security withholding and taxes and unemployment contributions and taxes that Party may owe directly or on behalf of its employees or be required to withhold and remit on its employees' behalf. Matrix will provide adequate worker's compensation coverage for its own employees as required by Section 10 of the Matrix Consulting Agreement at Exhibit A. Matrix shall provide such documentation and other assistance as may be reasonably requested by CCF or City in connection with any tax reporting that may be required including form W-9.

E. Ethics. Any persons employed by Matrix and/or CCF to perform the Services shall be subject to the improper influence, conflicts of interests, and gift provisions of the City's Governmental Ethics Ordinance in the same manner as would a City employee. These provisions are §§ 2-156-030, -080, and -142, respectively, of the Municipal Code of Chicago.

F. Confidential Information. All confidential, proprietary, and non-public City: (i) reports, (ii) deliverables, (iii) documents, and (iv) information (i-iv, collectively, "Confidential Information") provided to CCF or Matrix, if designated in writing by the City that any of the aforementioned constitutes Confidential Information, are property of the City and are confidential, and will not be made available without

the City's prior written consent, such consent not to be unreasonably withheld. The City shall not provide CCF or Matrix with Confidential Information that does not relate to the Services, the Matrix Consulting Agreement, or this GSA.

If CCF or Matrix are presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in their possession by reason of this GSA, the Services, or the Matrix Consulting Agreement, unless required by law, before such records or documents are submitted to a court or other third party, CCF and Matrix will use commercially reasonable efforts to provide notice to CPD and the City's Corporation Counsel of such request or demand, with the understanding that the City may, at its sole costs and expense, have the opportunity to contest such process by any means available to it, before such records or documents are submitted to a court or other third party.

- G. No Authority. Unless CCF and/or Matrix are expressly authorized by the City, CCF and/or Matrix shall not have authority to negotiate any agreements for, or on behalf of the City, to incur any obligations or expenses on behalf of the City, or to act in any other manner on behalf of the City or in its name. Nothing contained in this GSA, nor any act of any Party shall be deemed or construed by another Party, 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 such Party.
- H. Representatives. Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact in all matters under this Agreement.

For the City: Allyson Clarkhenson
Managing Deputy Director
Office of Constitutional Policing and Reform
Chicago Police Department
Telephone: 312.745.6035

For CCF: Robert Boik
Senior Vice President for Public Safety
Civic Committee of the Commercial Club
190 S. LaSalle Street, 39th Floor
Chicago, Illinois 60603
Telephone: [REDACTED]

For Matrix: Richard P. Brady, President
Matrix Consulting Group
1875 S Grant Street, Suite 960
San Mateo, CA 94402
Telephone: [REDACTED]

III. CONDITIONS

- A. Agreement Not Conditional. This GSA is not conditioned on CCF obtaining funding for this GSA. CCF represents that it has set aside sufficient funding for the financial obligations set forth herein.

IV. TERM

- A. Term. Once fully executed by the Parties, this GSA shall commence November 1, 2024 and shall conclude on October 31, 2025, unless otherwise earlier terminated by the Parties.

V. TERMINATION

- A. Termination on Notice. This GSA may be terminated by any Party for any or no reason upon thirty (30) days' prior written notice to the other Parties. If at any time any Party terminates this GSA, Matrix shall be entitled to be paid for all Services performed up and including the effective date of termination in accordance with the provision of this GSA and the Matrix Consulting Agreement and subject in all cases to the overall limitation on payments to Matrix not exceeding the Total Project Cost (\$760,588.00).
- B. Termination for Breach. In the event any Party breaches this GSA and fails to cure such breach within receipt of ten (10) days' written notice thereof from a non-breaching Party, a non-breaching Party may terminate this GSA effective immediately upon delivery of written notice to the breaching Party.

VI. MISCELLANEOUS

- A. Renewal. This GSA may only be renewed for additional periods by mutual consent of all of the Parties, expressed in writing and signed by all of the Parties, in the sole and absolute discretion of each Party.
- B. Amendments. This GSA may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

- C. Severability. In the event that any provision of this GSA is held to be invalid, illegal, or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of this GSA will remain in full force and effect.
- D. Applicable Law. This GSA shall be governed in all respects by the laws of the State of Illinois, but without regard to the principles of conflicts of laws.
- E. Compliance with Applicable Laws. The Consultant agrees to comply with all applicable federal, state, and local laws and regulations, including any applicable privacy laws.
- F. Waiver. A delay or failure by either party to exercise any right under this GSA will not constitute a waiver of that or any similar or future right.
- G. Electronic Signatures. This GSA may be executed by the manual or electronic signature of a Party. Each Party agrees that the electronic signatures of the Parties included in this GSA are intended to authenticate this writing and to have the same force and effect as manual signatures to the extent and as provided for under applicable law.
- H. Headings. Any headings used herein are for convenience of reference only and shall not affect the construction of or be taken into consideration in interpreting this GSA.
- I. Copies. A signed copy of this GSA delivered by electronic mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of the original signed copy of this GSA.
- J. No Third-Party Rights. Nothing expressed or implied in this GSA is intended or shall be construed to confer upon or give any person or entity, other than the Parties hereto, any rights or remedies under or by reason of this GSA or any transaction contemplated hereby.
- K. Interpretation of GSA. This GSA is the result of arm's length negotiations and the mutual agreement of the Parties. In case of any ambiguity, no Party shall be deemed to have drafted the GSA so as to construe the ambiguity against it. The doctrine of *contra proferentem* shall not apply in any judicial proceeding arising out of or related to this GSA.
- L. Agreement to Arbitrate. The parties agree that any and all claims or disputes between them or against any agent, employee, successor, or assign of the other, whether related to this GSA or otherwise, and any claims or disputes related to this GSA, or the relationship or duties contemplated under this GSA, including the

validity of this arbitration clause, shall be resolved by confidential, binding arbitration by JAMS, under the Arbitration Rules then in effect, in Chicago, Illinois. Any award from the arbitrator may be entered as a judgment in any court of competent jurisdiction. This GSA shall be interpreted under the Federal Arbitration Act. The arbitration and the result thereof, including any settlement or award, shall remain confidential. THE PARTIES UNDERSTAND THAT THEY MAY HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY DISPUTES DECIDED THROUGH ARBITRATION.

M. Consent to Jurisdiction. ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS GSA, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE INSTITUTED IN A JAMS ARBITRATION HEARING TO BE LOCATED IN CHICAGO, ILLINOIS, AND EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF JAMS IN ANY SUCH ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH IN SECTION 9 SHALL BE EFFECTIVE SERVICE OF PROCESS. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN JAMS HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS GSA IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS GSA, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS GSA CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS GSA BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION VII.6.

N. Severability. If any provision of this GSA shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this GSA shall not affect the

remaining portions of this GSA or any part thereof. In the event that this GSA is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

- O. Records Retention. The City shall maintain for a minimum of five (5) years from the expiration of this GSA, limited to the scope of this GSA: adequate books, records and supporting documents necessary to comply with 89 Ill. Adm. Code 509. If an audit, litigation or other action involving the records is commenced prior to the end of such five-year period, the records shall be retained until all issues arising out of the action are resolved. Matrix shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the completion of the project. CCF shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- P. No Personal Liability; Waiver of Certain Damages. No member, official, director, employee or agent of the City, CCF, nor Matrix shall be individually or personally liable in connection with this GSA. No Party shall be liable to any other Party for special, indirect, consequential, exemplary or punitive damages (as opposed to direct or actual damages).
- Q. Assignment; Binding Effect. This GSA, or any portion thereof, shall not be assigned or transferred, nor shall any Party delegate any of or all of its rights or obligations under this GSA, voluntarily or involuntarily, including by change of control, merger, operation of law, or any other manner, without the express prior written permission of each of the other Parties. Any purported assignment or delegation in violation of this Section shall be null and void. This GSA shall inure to the benefit of and shall be binding upon the City, CCF, and Matrix and their respective successors and permitted assigns.
- R. Precedence. In the event there is a conflict between this GSA and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.
- S. Entire Agreement. This GSA, together with the Matrix Consulting Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and contain all the terms and conditions agreed upon by the Parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the Parties hereto. Any terms or conditions on the Consultant's quote, invoice, statement of work, or other similar document related to the Matrix Consulting Agreement or this GSA, including any online terms or click-through agreements, are expressly rejected and are deemed void. This GSA may be executed in counterpart signatures. In the event of a conflict between the terms in this GSA and the terms of any other agreement, including a purchase order, the terms in this GSA shall control.

- T. Notices. Any notice under this GSA shall be in writing and given in person, by certified mail, postage prepaid, by recognized overnight delivery service, to a party's address identified below. Either party may change their notice address by providing written notice to the other party in conformity with the foregoing. Notices shall be deemed to have been given either: (i) when personally delivered; or (ii) when delivered by an overnight delivery service.

For Notice to Matrix: Richard P. Brady, President
Matrix Consulting Group
1875 S Grant Street, Suite 960
San Mateo, CA 94402

For Notice to the City: Superintendent of Police
Chicago Police Department
3510 S. Michigan Avenue, Fifth Floor
Chicago, IL 60653

With Copies To: General Counsel to the Superintendent
Chicago Police Department
3510 S. Michigan Avenue, Fifth Floor
Chicago, IL 60653

And Corporation Counsel
City of Chicago Law Department
121 North LaSalle Street
City Hall, Room 600
Chicago, Illinois 60602
ATTN: Finance and Economic
Development Division

For Notice to the CCF: Robert Boik
Senior Vice President for Public Safety
Civic Committee of the Commercial Club of Chicago
190 S. LaSalle Street, 39th Floor
Chicago, IL 60603

- U. Headings. Section and other headings contained in this GSA are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this GSA, or any provision hereof.

- V. Counterparts. This GSA may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same

counterpart. Further, duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this GSA to be executed by their duly authorized representatives.

CITY OF CHICAGO

By: [Redacted]

Annette Guzman
Budget Director

By: [Redacted]

Sandra Blakemore
Commissioner of Human Resources

By: [Redacted]

Larry Snelling
Superintendent of Police

MATRIX CONSULTING GROUP

By: [Redacted]

Richard P. Brady
President

COMMERCIAL CLUB FOUNDATION

By: [Redacted]

Derek Douglas
President,
Civic Committee of the Commercial Club of Chicago