



February 26, 2019

John T. Hooker
Chairman

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Matthew Brewer
Dr. Mildred Harris
Meghan Harte
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Cristina Matos
Debra Parker
Bill Thanoukos
Francine Washington
Board of Commissioners

Eugene Jones, Jr.
Chief Executive Officer

José R. Alvarez
Chief Operating Officer

Brandi Knazze
First Deputy Commissioner
City of Chicago Department of Family and Support Services
1615 W. Chicago Ave, 3rd Fl.
Chicago, IL 60622

RE: Contract No. 12303 between City of Chicago Department of Family and Support Services and the Chicago Housing Authority for Support Services for Chicago Housing Authority Households

Dear Ms. Knazze:

Enclosed is a fully executed original of Contract No. 12303 between City of Chicago Department of Family and Support Services, and the Chicago Housing Authority (CHA) to provide the awarded services. This is a cost reimbursement Agreement. The amount of compensation will be \$3,164,000.00 for the full and complete performance of services during the base term of the Agreement.

Services are to be provided for a two (2) year base term through December 31, 2020, or until the Agreement is terminated in accordance with its terms, whichever occurs first.

Should you have any questions, please contact Sheena Aikens, Senior Procurement Specialist, at 312-913-7486, or saikens@thecha.org.

Sincerely,

Dionna Brookens
Chief Procurement Officer
Department of Procurement and Contracts

Enclosure

cc: Lucas Fopma (ORS)
Amit Trivedi (OGC)
James Butler (DPC)
Contract File 12303

Chicago Housing Authority
60 E. Van Buren
12th Floor
Chicago, IL 60605

o 312-742-8500

www.thecha.org

CHA CONTRACT NO. 12303

INTERGOVERNMENTAL AGREEMENT

FOR PROFESSIONAL SERVICES

BETWEEN

**THE CITY OF CHICAGO, ACTING THROUGH ITS DEPARTMENT OF
FAMILY AND SUPPORT SERVICES**

AND

THE CHICAGO HOUSING AUTHORITY

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INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made effective as of this 31st day of December, 2018 (the "Effective Date") by and between the **CHICAGO HOUSING AUTHORITY** ("CHA"), a municipal corporation of the State of Illinois and the **CITY OF CHICAGO**, a municipal corporation and home rule unit of the State of Illinois, acting through its Department of Family and Support Services ("DFSS").

RECITALS

WHEREAS, CHA is engaged in the development and operation of safe, decent and sanitary housing throughout the City of Chicago for low-income families in accordance with the United States Housing Act of 1937, 42 USC §1437 et seq.; regulations promulgated by the United States Department of Housing and Urban Development ("HUD"), and the State Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances; and

WHEREAS, DFSS provides various family supportive service programs for residents of the City of Chicago including, but not limited to, early childhood programs, children/youth after school and academic enrichment programs, homelessness prevention programs, and other family and senior support programs throughout the City of Chicago; and

WHEREAS, CHA desires to have DFSS provide various family supportive service programs for CHA residents;

WHEREAS, DFSS is ready, willing and able to provide the various programs as specifically provided herein; and

WHEREAS, CHA and DFSS have authority to enter into intergovernmental agreements such as this Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and the Housing Cooperation Law, 310 ILCS 15/1 et seq.; and

WHEREAS, CHA and DFSS desire to enter into this Agreement to permit DFSS to provide the various programs as described above and as more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, CHA and DFSS do hereby agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

Section 1.01 Incorporation of Recitals

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2 DFSS' DUTIES AND RESPONSIBILITIES

Section 2.01 Services to be Performed

A. Scope of Services

The services which DFSS shall provide under this Agreement are described in this Article 2 (collectively, the "Services"). DFSS shall provide the Services in accordance with the standards of performance set forth in Section 2.02. Such Services shall include, but not be limited to, those Services that are set forth in Exhibit A, which is attached hereto and incorporated by reference herein.

B. Deliverables

The DFSS shall prepare certain deliverables for CHA as required by this Agreement, which consist of work product from performing the Services that include, but are not limited to, documents, data, studies, reports, findings or information in any form prepared or assembled either in hard copy or electronically (e.g. compact disc) (collectively, "Deliverables"). At the discretion of the DFSS, the Deliverables with respect to the Golden Diners Program may also be provided to the Illinois Department on Aging ("IDOA"). If, in the sole judgment of the CHA, any Deliverables do not meet the intended level of completion or standard of performance specified in this Agreement, CHA shall inform DFSS of the problem and the parties will work cooperatively to resolve it.

Section 2.02 Performance Standards

DFSS shall perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by an entity performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. DFSS shall at all times use its best efforts to assure quality, timeliness, efficiency and creativity in rendering and completing the Services. DFSS agrees that performing the Services in a satisfactory manner includes quickly responding to CHA's needs.

CHA shall direct all questions regarding program operations to DFSS' Commissioner. Disputes over program operations that cannot be resolved shall be treated under Article 5 hereof.

Section 2.03 Ownership of Documents, Records and Reports

- A. All Reports or information in any form prepared or assembled by, or provided to, DFSS under this Agreement are the property of CHA. However, DFSS is granted a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use such reports or information/data prepared or assembled by DFSS under this Agreement for government purposes, which are limited to responses to Requests for Proposals or other funding opportunities, DFSS Performance Management reports (external and internal to the City), Needs Assessments, Program Planning (using data on clients served and services rendered to inform program design for DFSS programs), DFSS marketing materials (brochures, web

site, etc.) and on a case by case basis if approved by CHA in writing, subject to the privacy rights of CHA's residents as provided by law not to disclose personal identification information. During the performance of its Services, DFSS shall be responsible for any loss or damage to such Reports while in DFSS' possession and shall restore any lost or damaged Reports and information at DFSS' sole cost and expense.

- B. DFSS and/or the City of Chicago shall maintain all books, records, documents, and adopt a system of accounting in accordance with generally accepted accounting principles and practices, to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred or in connection with DFSS' performance under this Agreement. In addition, DFSS shall keep such books, records and documents in a safe place and make them available for audit, examination, excerpt, and transcription to be conducted by CHA, HUD, the Comptroller General of the United States or their duly authorized representatives, and allow inspection, copying and abstracting for at least three (3) years after the final payment is made in connection with this Agreement and other pending matters are closed or as otherwise may be required under applicable law.

Section 2.04 Audit Requirement

CHA retains an irrevocable right to independently or, through a third party, audit DFSS' books and records pertaining to this Agreement and disallow any inappropriate billings upon written notice to DFSS. In the event of a disallowance, DFSS shall, if such amount has already been paid to DFSS, refund the amount that has been disallowed to CHA.

Section 2.05 Confidentiality

DFSS agrees that all Deliverables, reports, documents, and information/data prepared, assembled, received or encountered by DFSS pursuant to this Agreement ("Confidential Information") are to remain confidential and to be used solely for the purposes of meeting the objectives of this Agreement. DFSS agrees that such Confidential Information shall not be made available to any individual or organization other than CHA, HUD, or courts of competent jurisdiction or administrative agencies pursuant to a subpoena without the prior written approval of CHA. In the event DFSS is presented with a *subpoena* or an agency of the Federal or State Government, or as may be required in response to a request under the Freedom of Information Act ("FOIA") regarding such Confidential Information, which may be in DFSS' possession by reason of this Agreement, DFSS must immediately give notice to CHA's Chief Executive Officer and General Counsel with the understanding that CHA will have the opportunity to contest such process by any means available to it before the Confidential Information is submitted to a court or other third party. DFSS, however, is not obligated to withhold the delivery of such Confidential Information beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

Section 2.06 Subcontracts and Assignments

DFSS shall not assign or subcontract this Agreement, or any portion thereof, without the express written approval of CHA. The foregoing clause shall only apply to new delegate agencies that were not previously identified by DFSS to CHA as participating agencies, and shall not apply

to any delegate agencies that have previously been identified and/or disclosed to CHA by DFSS. DFSS shall not transfer or assign any funds or claims due or which may become due under this Agreement without the prior written approval of CHA. The attempted transfer or assignment of any funds, either in whole or in part, or any interest therein, which shall be due or to become due to DFSS without such prior written approval shall have no effect. CHA expressly reserves the right to assign or otherwise transfer all or any part of its rights or interests hereunder.

Section 2.07 Patents and Copyrights

To the extent applicable, CHA reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for CHA or HUD purposes, including, but not limited to, commercial exploitation: (a) the copyright or patent in any work developed or discovered in the performance of the Services under this Agreement, and (b) any right of copyright or patent to which DFSS purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement. However, DFSS is granted a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use such copyright or patent in any work developed or discovered in the performance of the Services under this Agreement for government purposes, and any right of copyright or patent to which DFSS purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement, but only for the limited purposes of responses to Requests for Proposals or other funding opportunities, DFSS Performance Management reports (external and internal to the City), Needs Assessments (determining client needs, community needs and gaps in resources and services), Program Planning (using data on clients served and services rendered to inform program design for DFSS programs), DFSS marketing materials (brochures, web site, etc.) and on a case by case basis if approved by CHA in writing, subject to the privacy rights of CHA's residents as provided by law not to disclose personal identification information.

Section 2.08 Section 3, HUD Act of 1968

The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701u. DFSS agrees that it will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR part 135, and all applicable rules and orders of HUD issued thereunder. DFSS certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements.

Section 2.09 Force Majeure

In the event of war, flood, riot, epidemic, act of governmental authority in its sovereign capacity or act of God during the term of this Agreement, neither CHA nor DFSS shall be liable to the other party for any nonperformance under this Agreement resulting from such event.

Section 2.10 CHA Inspector General

It is the duty of the Contractor and its subcontractors to cooperate with the CHA Inspector General in any investigation or hearing undertaken. All of the Contractor's subcontracts must include this provision and require agreement and compliance with the same.

ARTICLE 2A CHA'S DUTIES AND RESPONSIBILITIES

During the term of the Agreement with respect to the Golden Diners Program, CHA agrees to operate the Nutrition Sites in accordance with policies and procedures of DFSS as outlined in the "Congregate Site Guidelines" and agrees to the terms outlined in Exhibit D, CHA's Duties and Responsibilities, which is incorporated by reference herein.

ARTICLE 3 TERM OF AGREEMENT

Section 3.01 Term

This Agreement shall commence on the Effective date January 1, 2019 and continue through December 31, 2020, or until the Agreement is terminated in accordance with its terms, whichever occurs first.

ARTICLE 4 COMPENSATION

Section 4.01 Compensation

This is a cost reimbursement agreement and CHA agrees to pay DFSS an amount not-to-exceed Three Million One Hundred Sixty-Four Thousand and 00/100 Dollars (\$3,164,000.00) to provide the Services. DFSS agrees not to perform, and waives any and all claims of payment for work which would result in billings beyond the not-to-exceed amount unless the parties have executed a written amendment to this Agreement authorizing said additional work and the payment therefore. DFSS recognizes and acknowledges that it has an affirmative duty to monitor its performance and billings to ensure that the scope of work is completed within this not-to-exceed amount.

Section 4.02 Payment

DFSS shall submit monthly invoices for reimbursement of costs for the various programs, as set forth in the Project Operating Budget, which is attached hereto as Exhibit C and incorporated by reference herein, to CHA for approval within twenty business days after the end of each month during the term of this Agreement. Each invoice shall identify the related program. Back up information for each is routinely kept in digital form by the City and shall be made available to the CHA in electronic format upon request (in lieu of physical copies). Only those costs that are allowable under 48 CFR Part 31 (Cost Principles for For-Profit Organizations) or 2 CFR Part 230

(Cost Principles for Not-For-Profit Organizations), as applicable, shall be considered for cost reimbursement. In the event of a conflict between any line items in the Project Operating Budget and 48 CFR Part 31 or 2 CFR Part 230, the 48 CFR Part 31 or 2 CFR Part 230 shall control. CHA shall not be required to give approval or make payments pursuant to a submitted invoice unless information required to be included with the invoice or that has been specifically requested by CHA and all the reporting requirements and Deliverables as set forth in this Agreement, or other reasonable and written requests by CHA for additional information, have been met.

Any costs incurred by the Contractor after the expiration date, or after the earlier termination of the Agreement, may not be eligible for reimbursement.

It is mutually understood and agreed by the parties that the not-to-exceed amount of compensation set forth in Section 4.01 above is the only compensation provided for in this Agreement and there will be no additional costs, fees or other type of profit allowable or paid under this Agreement.

CHA will make commercially reasonable efforts to make payment for services rendered under this Agreement within thirty (30) days after receipt and approval of each invoice submitted. All invoices shall be subject to review and approval by CHA. If CHA objects to all or any portion of any invoice, it shall notify DFSS of its objection in writing and both parties shall make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, CHA may, at its option, pay the undisputed portion of any invoice without being deemed to have accepted the disputed portion. All disputes regarding invoices shall be handled in accordance with the provisions of Article 5 herein.

Section 4.03 Non-Appropriation

Funding for this Agreement is subject to: 1) availability of Federal funds from HUD; and 2) the approval of funding by CHA's Board of Commissioners. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of CHA for payments to be made under this Agreement, then CHA will notify DFSS of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or when the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to DFSS under this Agreement beyond those amounts appropriated and budgeted by CHA to fund payments hereunder.

ARTICLE 5 DISPUTES

Section 5.01 Disputes

A dispute between CHA and DFSS involving this Agreement that has not been resolved shall be referred to the Commissioner of DFSS ("Commissioner") and CHA's Chief Executive Officer ("CEO"). Either party may give written notice of the dispute to both the Commissioner and the CEO, who shall meet within 30 days of notification to resolve the dispute. In the event the Commissioner and the CEO fail to resolve the dispute, each party may pursue its remedies at

law, and shall endeavor to do so within one (1) year of the date notification of the dispute is given.

ARTICLE 6 RISK MANAGEMENT

Section 6.01 Insurance to be Provided by DFSS

CHA acknowledges that DFSS is self-insured for the insurance requirements required by CHA in this Section 6.01, subsections 1 through 4. However, DFSS shall require its subcontractors, if any, providing services under the Agreement to procure, pay for and maintain at all times during the term of this Agreement the types of insurance in the minimum amounts specified below. The insurance carriers used by the subcontractors must be authorized to conduct business in the State of Illinois and shall have a BEST Rating of not less than an "A".

1. Workers Compensation and Employers Liability

Workers Compensation and Occupational Disease Insurance in accordance with the statutory limits of the State of Illinois (Statutory) Coverage A and Employer's Liability Insurance, Coverage B, in an amount of not less than Five Hundred Thousand Dollars (\$500,000/\$500,000/\$500,000).

2. Commercial General Liability (Primary and Excess)

Commercial/General Liability Insurance provided is to have limits of not less than One Million Dollars (\$1,000,000) per occurrence with an aggregate of not less than Two Million Dollars (\$2,000,000) (i.e. \$1,000,000/\$2,000,000). In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to Consultant's officers, employees, agents, invitees and guests and their personal property, and will also include coverage of not less than Five Million Dollars per occurrence with an aggregate of Five Million Dollars (\$5,000,000/\$5,000,000) for Sexual Abuse and Molestation (with emotional distress as the trigger). CHA is to be endorsed as an additional insured on the Contractors policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to CHA.

3. Automobile Liability (Primary and Excess)

When any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, the Contractor shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence CSL, for bodily injury and property damage. CHA is to be endorsed as an additional insured on the Contractor's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to CHA.

4. Professional Liability

Whenever any architectural, engineering or other professional services are required under the Agreement, Professional Liability insurance covering acts, errors or omissions shall be maintained with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede the start of Services under this Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

5. Excess Liability

Excess liability coverage, if applicable, is to follow form of the Primary Insurance requirements outlined above.

Section 6.02 Indemnification

The Contractor agrees to protect, defend, indemnify, keep safe, and hold the CHA, its officers, officials, employees and agents and contractors free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees, including attorney fees, or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively, "Claims") in connection with or arising directly or indirectly out of this Agreement and/or the acts and omissions of the Contractor, its agents, employees, and subcontractors, including but not limited to, the enforcement of this indemnification provision. Without limiting the foregoing, any and all such Claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims at its sole expense and agrees to bear all the costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

To the extent permissible by law, Contractor waives any limits on Contractor's liability that it would otherwise have by virtue of the Workers Compensation Act or any other law or judicial decision (specifically Kotecki v. Cyclops Welding Corporation, 146 Ill.2d 155 (1991)).

The CHA shall have the right, at Contractor's expense, to participate in the defense of any suit, without relieving the Contractor of any of its obligations under this indemnity provision. The Contractor expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the CHA free and harmless are separate from and not limited by the Contractor's responsibility to obtain, procure and maintain insurance pursuant to any other section of this Agreement. Further, the indemnities contained in this section shall survive the expiration or termination of this Agreement.

ARTICLE 7 TERMINATION

Section 7.01 Termination

Either party may terminate this Agreement, or any portion of the Services to be performed under it, at any time by giving 60 days' notice in writing to the other party.

ARTICLE 8. WARRANTIES, REPRESENTATIONS AND SPECIAL CONDITIONS

Section 8.01 Warranties and Representations

In connection with the execution of this Agreement, DFSS warrants and represents:

- A. That DFSS and, to the best of its knowledge, its subcontractors, are not in violation of 18 U.S.C. §666(a)(1) and the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. (1989), as amended; the DFSS certifies that it has read the provisions of 18 U.S.C. §666(a) (2) and the Illinois Criminal Code, 720 ILCS 5/33E-1 et. seq. and warrants that it and its officers and employees will comply with the provisions set forth therein. DFSS further warrants that it has read the CHA's Ethics Policy adopted January 16, 2001, as amended and hereby agrees to comply with its provisions; and
- B. That DFSS shall obtain prior written approval from CHA to use the HUD funds in any way other than as specified in this Agreement.

Section 8.02 Conflict of Interest

- A. No member of the governing body of CHA or other units of government and no other officer, employee, or agent of CHA or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and/or CHA employee shall be entitled to any share or part of this Agreement or to any financial benefit arising from it.

DFSS covenants that it and its employees, and its subcontractors presently have no interest and shall acquire no interest, direct or indirect, in this Agreement which would conflict in any manner or degree with the performance of the Services hereunder. DFSS further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Additionally, pursuant to the conflict of interest requirements in OMB Circular A-102 and 24 CFR §85.36(b) (3), no person who is an employee, agent, consultant, officer, or appointed official of CHA and who exercises or has exercised any functions or responsibilities with respect to HUD assisted activities, or who is in a

position to participate in a decision making process or gain inside information with regard to such HUD activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those whom he or she has family or business ties, during his or her tenure or for one year thereafter.

- B. Furthermore, DFSS represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. Subsection 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended.

Section 8.03 Non-liability of Public Officials

No official, employee or agent of either party shall be charged personally by the other party, or by any assignee or subcontractor of either party, with any liability or expenses of defense or be held personally liable to either party under any term or provision of this Agreement, because of either party's execution or attempted execution, or because of any breach hereof.

Section 8.04 Independent Contractor

DFSS shall perform under this Agreement as an independent contractor to CHA and not as a representative, employee, agent, joint venturer or partner of CHA.

ARTICLE 9 GENERAL CONDITIONS

Section 9.01 Entire Agreement

This Agreement, comprised of this Agreement and the Exhibits attached hereto and incorporated herein, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein.

Section 9.02 Counterparts

This Agreement may be comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

Section 9.03 Amendments

No changes, amendments, modification, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of DFSS and by the Chief Executive Officer of CHA or his respective designees. CHA shall incur no liability for additional Services without a written amendment to this Agreement pursuant to this Section.

Section 9.04 Compliance with All Laws/Governmental Orders

- A. DFSS shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement including, but not limited to, the Uniform Administrative Requirements contained in 24 C.F.R. Section 85.1 et seq., (1993), as amended; Title VI of the Civil Rights Act of 1967 (42 U.S.C. 2000d et seq.); Fair Housing Act (42 U.S.C. 3601-20 et seq.); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Rehabilitation Act of 1973 (29 U.S.C. 794); Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5); Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); National Environmental Policy Act of 1969 (24 CFR Part 58) ; Clean Air Act (42 U.S.C. 7401 et seq.) Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) , as amended; Flood Disaster Protection Act of 1973 (42 U.S.C. 4106); Uniform Relocation Assistance and Real Property Development Acquisition Policies Act of 1970 (42 U.S.C. 4601); Executive Order 11246, as amended by Executive Orders 12086 and 11375; Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)); Executive Order 12372; Copeland "Anti-Kickback" Act (18 U.S.C. §874 and 40 U.S.C. §276); Byrd "Anti-Lobbying" Amendment (31 U.S.C. §1352); Drug Free Workplace Act of 1968 (41 U.S.C. 701 et seq.); and Debarment and Suspension (Executive Orders 12549 and 12689). Additionally, the DFSS shall comply with the applicable provisions of OMB Circulars A-133, A-102, A-122, A-110 and A-87, as amended, succeeded or revised and the Mandatory Standards and Policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871). Provision(s) required by law, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion. However, in no event shall the failure to insert such provisions prevent the enforcement of this Agreement.
- B. DFSS shall take such actions as may be necessary to comply promptly with any and all governmental orders imposed by any duly constituted government authority whether imposed by Federal, state, county or municipal authority.

Section 9.05 Governing Law

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Each party hereby irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Each party agrees that service of process on each party may be made, at the option of the other party, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by each party. If any action is brought by either party concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

Section 9.06 Severability

If any provisions of this Agreement 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 in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 9.07 Interpretation

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

Section 9.08 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Section 9.09 Cooperation

DFSS agrees at all times to cooperate fully with CHA and to act in CHA's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, DFSS shall make every effort to assure an orderly transition to another contractor, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with the reasonable requests and requirements of CHA in connection with the termination or expiration of this Agreement.

Section 9.10 Waiver

Whenever under this Agreement CHA by a proper authority waives DFSS' performance in any respect or waives a requirement or condition to either CHA's or DFSS' performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or

condition. No such waiver shall be construed as a modification of the Agreement regardless of the number of times CHA may have waived the performance, requirement or condition.

ARTICLE 10. COMMUNICATION AND NOTICES

Section 10.01 Communication Between the Parties

All verbal and written communication including required reports and submissions between DFSS and CHA shall be through CHA's Division of Resident Services. No verbal communication between the parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the Federal Rules of Civil Procedure, the local rules of the Circuit Court of Cook County, and the local rules governing U.S. District Court for the Northern District of Illinois.

Section 10.02 Notices

Any notices sent to the DFSS shall be mailed by ordinary mail, postage prepaid to:

City of Chicago Department of Family and Support Services
1615 West Chicago Avenue
Chicago, Illinois 60622
Attn: Commissioner Morrison Butler

With a Copy to:

Finance and Economic Development Division
Department of Law
City of Chicago
121 N. LaSalle St., Suite 600
Chicago, IL 60602

Notices sent to the CHA shall be mailed by certified mail, postage prepaid to:

Office of the General Counsel
Chicago Housing Authority
60 E. Van Buren St., 12th Floor
Chicago, IL 60605
Attn: Chief Legal Officer

With a Copy to:

Chicago Housing Authority
60 E. Van Buren St., 10th Floor
Chicago, Illinois 60605
Attn: Chief Resident Services Officer, Resident Services

ARTICLE 11. AUTHORITY

Section 11.01 CHA Authority

Execution of this Agreement is authorized by resolution of CHA's Board of Commissioners dated October 10, 2016 approving this Agreement and pursuant to the United States Housing Act of 1937, 42 U.S.C. § 1437 et seq.; regulations promulgated by HUD, and the State Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances.

Section 11.02 DFSS Authority

Execution of this Agreement by DFSS is authorized by the City's Annual Appropriation ordinance enacted by the City Council of the City of Chicago on November 14, 2018.

IN WITNESS WHEREOF, the CHA and the DFSS have executed this Intergovernmental Agreement as of the date first written above.

CHICAGO HOUSING AUTHORITY



Dionna Brookens
Chief Procurement Officer

CITY OF CHICAGO, BY AND THROUGH ITS DEPARTMENT OF FAMILY AND SUPPORT SERVICES



Lisa Morrison Butler, Commissioner

Approved As to Form and Legality
Chicago Housing Authority
Office of the General Counsel

By: 

James L. Bebley
Chief Legal Officer

EXHIBIT A

SCOPE OF SERVICES / STATEMENT OF WORK

The Chicago Department of Family and Support Services ("DFSS") shall provide early childhood development, family support, youth development, homelessness prevention and senior meal services through programs outlined in this Scope of Work. Services are designated for a specific target population. The overall target population includes leaseholders that receive a subsidy from the Chicago Housing Authority and their family members. The specific target population varies by program. The terms related to the target populations that are included in this agreement are:

- CHA Resident refers to a CHA leaseholder.
- CHA Household refers to CHA leaseholders and their family members as reflected on a valid CHA lease agreement.
- CHA Teen Safe Summer Ambassador refers to CHA Household members, between 15 and 18 years of age who participate in the Safe Summer Training Program.
- CHA Youth refers to CHA dependent Household members.
- Adult Worker refers to CHA Household members participating in subsidized employment for the Golden Diners program.

DFSS shall administer services to CHA Households through the programs listed below. DFSS shall prioritize referrals from CHA and other CHA-sponsored programs.

I. Early Childhood Safe Summer Training Project

- A. In partnership with University of Illinois ("UIC"), DFSS will implement a safe summer training program for 30 CHA Teen Safe Summer Ambassadors working with school-aged children, ages 5-13. The children will benefit from interactions with trained youth who will engage them in age-appropriate, peace-making conversations and activities.
- B. UIC will provide the supervision, infrastructure, transportation assistance (CTA cards) and training on the Restorative Justice Peace Circle Curriculum, along with support that will allow the CHA Teen Safe Summer Ambassadors participating in the program to learn and grow while contributing to their communities. CHA Teen Safe Summer Ambassadors will receive weekly training on restorative justice practices, job readiness, professional and life skills development, and receive digital badges to track their successes via the LRNG platform.
- C. UIC will conduct an orientation during the summer and place the CHA Teen Safe Summer Ambassadors at DFSS Head Start sites.
- D. UIC will track and report CHA Safe Summer Training Project participation (i.e. attendance, completion, stipend payments, etc.), using a methodology approved by CHA, and share that information with CHA in a final report submitted no later than 30 days after the close of the program. Final report should include, but is not limited

to: final roster of participants, total number of worksites, along with worksite names and addresses, participant hours worked, participant wages paid, and other outcomes (e.g. program activities, partnerships, successes, etc.), photos, videos.

- E. CHA Teen Safe Summer Ambassadors will work Monday through Thursday, 15 hours per week, three hours per day from 9:00 a.m. to 12:00 p.m. Central Time for six weeks during the months of June – August.
- F. Monday - Thursday, the teens that are at a Head Start placement site and on Friday, they receive coaching and professional development to help improve their soft skills, money management, problem solving techniques and more.
- G. The CHA Teen Safe Summer Ambassadors are paid \$10.50/hour and must be identified as a CHA affiliated-youth. Each CHA Teen Safe Summer Ambassador is placed at a licensed Head Start facility to work with children transitioning to school to engage them in age-appropriate peace making conversations.
- H. Team Leaders are paid \$18/hour and are assigned to work with group 10 participants to provide them with mentoring, support and on the job training skills.

II. Parent Engagement Project

- A. The UIC Center for Literacy, in partnership with CHA and the Chicago Department of Family & Support Services, will provide Pre-GED/GED for CHA Residents; CHA will not assume financial responsibility for this program. UIC will enroll up to 20 CHA Residents to receive case management services to address individual challenges/barriers to demonstrating progress in the program.

III. Youth Services

- A. DFSS shall collaborate with CHA to identify CHA Youth who are eligible for enrollment in youth services. DFSS shall document participation and activities using a methodology approved by CHA.
- B. DFSS shall provide structured enrichment opportunities for CHA Youth, during out of school time (Out of School Time - All Year Program).
- C. DFSS shall ensure that programming is available daily, for two to three hours after school for CHA Youth, ages 6-18, when school is in session in areas specifically identified by CHA as high need communities (School Year Only Program).
- D. DFSS shall provide programming during the summer months and school breaks for six to eight hours per day, Monday through Friday for CHA Youth, ages 6-12 (Summer Only Program).

IV. Services for Individuals/Families Experiencing Homelessness

A. Prevention Program

- a. DFSS shall provide homelessness prevention services for CHA Households facing lease termination from a CHA public housing family development unit or a CHA Household member under the age of 62 living in a CHA Senior designated housing unit.
- b. DFSS' Homeless Outreach and Prevention Services ("HOP") shall receive direct referrals from CHA. CHA will refer CHA Households not permitted to remain in occupancy at a CHA property and at imminent risk of becoming homeless to DFSS.
- c. Within seven (7) business days of the receipt of a referral from CHA, HOP staff shall attempt to contact the CHA leaseholder to determine if services are needed. If the HOP staff is unable to reach the CHA leaseholder after a minimum of two (2) attempts, they shall send a written notice to the CHA leaseholder that includes contact information and the services that are available to the CHA Household. DFSS shall reach out to the Cook County Sheriff Office to request their assistance during the actual physical eviction and to provide emergency relocation services as needed.
- d. The Homelessness Prevention Program shall be voluntary; CHA Households may decline the services offered.
- e. If the CHA Household chooses to accept services, HOP staff shall conduct an intake assessment and provide the following services, as needed, based upon the assessment:
 1. Crisis counseling;
 2. Immediate emergency shelter/interim or permanent housing placement;
 3. Relocation/transportation assistance;
 4. Storage of personal items (up to 3 months of assistance);
 5. Emergency food boxes; and
 6. Referrals to external services (e.g. clothing, medical, etc.).
- f. If a CHA Household is placed in an emergency shelter/interim housing, DFSS shall provide intensive case management.

B. Housing Strategy

In collaboration with CHA and the Corporation for Supportive Housing, DFSS shall analyze and facilitate the development of recommendations for supporting housing initiatives.

C. Special Initiatives and Pilot Programs

In collaboration with CHA, DFSS shall provide support services to new CHA Households participating in the Housing Choice Voucher program and/or Property Rental Assistance Program for transition aged homeless youth, homeless families that frequently

use shelters, and the Chronic Homeless pilot. CHA may also collaborate with DFSS on additional initiatives or pilots as approved by HUD.

V. Golden Diners – Congregate Meals for Seniors

- a. DFSS shall provide participating CHA Residents at 19 eligible CHA senior buildings with a daily full course meal that meets the recommended dietary allowances for older adults. Any change to the number of buildings served must be mutually agreed upon by CHA and DFSS, unless DFSS must close a site due to issues related to health and safety.
- b. DFSS Assistant Community Living Specialists (ACLS) shall oversee the daily nutrition site operations.
- c. DFSS shall coordinate with CHA staff and its contracted workforce provider at Golden Diners sites to oversee CHA Adult Workers who are enrolled in the CHA Golden Diners Employment Training and Placement program. The CHA Adult Workers shall be placed in each senior building, with subsidized wages provided by the CHA contracted workforce provider. The CHA Adult Workers shall be responsible for serving the meals and performing all other duties related to the operation of the program and shall receive supervision and support from DFSS ACLS, CHA's Office of Resident Services, CHA Property Office staff, the CHA contracted onsite property management and Resident Service Coordinator(s), and the CHA contracted Golden Diners Program training and placement provider(s).

VI. Reporting and Evaluation

- a. DFSS shall provide programmatic reports quarterly of program activity as reflected in the Program Targets and Enrollments (Exhibit B):
 1. Early Childhood Safe Summer Training Project - reports shall include enrollments and activities.
 2. Youth Services - reports shall include number of participants and activities.
 3. Golden Diners Program - reports shall include the number of meals served in each CHA senior building and the number of unduplicated participants during the year.
 4. Homelessness Preventions - reports shall include number of participants.
 5. Housing Strategy – By the end of quarter 2, a summary of research goals and objectives, thereafter progress reports, resulting in a final recommendation.
 6. Special Initiatives and Pilot Programs – reports shall include services and activities included in the various programs, and number of participants served.
- b. DFSS shall provide programmatic reports monthly on the following program, including, but not limited to:
 1. Golden Diners Program – reports shall include the number of meals served in each CHA senior building.
 2. Services for Individuals/Families Experiencing Homelessness – reports shall include activities and performance outcomes for CHA Households referred by CHA by program type (e.g. FUSE, TAY), including but not limited to the following:

1. Number of Referrals received;
 2. Number of CHA Households accepting services;
 3. Number of CHA Households declining services;
 4. Number of contacts (successful);
 5. Number of attempted contacts (unsuccessful);
 6. Intakes completed/CHA Households enrolled;
 7. Initial placement; and
 8. Services provided (e.g., crisis counseling, relocation/transportation/emergency assistance, personal item storage, referrals to external services).
- c. DFSS shall participate in meetings with CHA to review the status of services offered.
- d. DFSS shall complete a quarterly data match to identify CHA Household members participating in early childhood, youth services and other programs offered by DFSS. CHA will provide DFSS with identifying information for the CHA Households, and DFSS will provide the list of data matches including first name, last name, address, date of birth, and program name.
- e. CHA and DFSS shall collaborate to create a template to document the various programs identified in the Statement of Work. All reports provided by DFSS shall be submitted the CHA Chief Resident Services Officer and Senior Director, Resident Services Operations in the Office of Resident Services.

DFSS will provide CHA with the list of approved DFSS delegate agencies and collaboratively determine those agencies already in high need communities. If there are gaps in service areas, DFSS will work with CHA and the DFSS delegate agencies to develop services in those communities.

EXHIBIT B**PROGRAM TARGETS AND ENROLLMENTS**

Metric	Year 1 Goal	Year 2 Goal
Number CHA Youth Workers Participating in the Safe Summer Training Project (Early Childhood)	30	30
Number of CHA Youth Participating in After School, Summer and Vacation Day Programs Funded Through the IGA (Youth Services)	400	400
Number of CHA Households Participating in Homelessness Prevention Services (Services for Individuals/Families Experiencing Homelessness)	200	200
Number of CHA Households Participating in Special Initiatives and Pilot Programs (Services for Individuals/Families Experiencing Homelessness)	110	110
Number of Golden Diners Meals Served	200,000	200,000
Housing Strategy Recommendation (Services for Individuals/Families Experiencing Homelessness)	N/A – Progress Reports and Final Report	N/A – Progress Reports and Final Report
Number of CHA Youth Participating in Out of School Time Programs Not Funded Through the IGA (data match used for leverage)	N/A – Data Match	N/A – Data Match
Number of CHA Youth Participating in Early Learning Programs Not Funded Through the IGA (data match used for leverage)	N/A – Data Match	N/A – Data Match

EXHIBIT C

PROJECT OPERATING BUDGET

JANUARY 1, 2019 – DECEMBER 31, 2020

Program	Two Year Amount
Safe Summer Training Project (Early Childhood and Family Initiative)	\$150,000
After School, Summer and Vacation Day Programs (Youth Services)	\$1,110,400
Homelessness Prevention Program (Services for Individuals/Families Experiencing Homelessness)	\$300,000
Housing Strategy Services (Services for Individuals/Families Experiencing Homelessness)	\$50,000
Special Initiatives and Pilot Programs (Services for Individuals/Families Experiencing Homelessness)	\$510,000
Golden Diners Program	\$810,000
Indirect Administrative Cost (7.4%)	\$233,600
Total	\$3,164,000

EXHIBIT D

CHA'S DUTIES AND RESPONSIBILITIES NUTRITION SITES FOR GOLDEN DINERS PROGRAM

- A. To operate the Nutrition Site 5 days per week. The sites must be closed on the following major holidays: New Year's Day, Labor Day, Memorial Day, Independence Day, Thanksgiving Day, and Christmas Day. The sites may elect to be closed on the following other City designated holidays: Lincoln's Birthday, Washington's Birthday, Pulaski Day, Dr. Martin Luther King's Birthday, Columbus Day, Veteran's Day, or other days as long as arranged by prior agreement with DFSS.
- B. To operate the nutrition sites in accordance with state and local codes and standards of fire, health, safety, sanitation and accessibility as prescribed under the laws or regulations. It is expressly understood that CHA's facilities are currently compliant with state and local codes, as applicable to CHA. However, DFSS shall ensure that its staff does not make any alterations or changes to CHA's facilities that would make such facilities be out of compliance with state and local codes and standards.
- C. To provide adequate space and appropriate facilities during food prep and set up time and through the clean-up time. CHA must provide comfortable dining conditions and allow recreational activities for the participants at the nutrition sites and ensure that the Golden Diners participants are neither displaced nor confined to accommodate other agency activities in the space designated for the Golden Diners Program.
- D. To maintain a minimum daily average attendance of at least 30 participants at each nutrition site. If a site does not maintain this average, DFSS shall confer with the CHA on possible solutions to this problem, but DFSS retains the right thereafter to close the site due to low participation.
- E. CHA will provide outreach in CHA buildings to the mobility limited, isolated, vulnerable, disadvantaged elderly to afford them the opportunity to participate in the Nutrition Program.
- F. To designate an agency partner who is an employee of CHA or its management company to attend training and workshop sessions necessary for the effective administration of the sites as required by DFSS.
- G. CHA will provide securable facilities for the safekeeping of the caterer's equipment left on the premises at each site. Such items may include steam tables, coffee making equipment, pans, covers, reusable containers and carriers left for use at the sites and paper supplies and plastic utensils.
- H. CHA will provide securable facilities for the safekeeping of the caterer's equipment (if catered site) left on the premises at each site. Subject responsibility may include steam tables, coffee making equipment, pans, covers, reusable containers and carriers left for use at the sites and paper supplies and plastic utensils.

- I. CHA will provide securable facilities for the safekeeping of the daily cash contributions as collected from the program participants. DFSS will provide a locking cabinet within which the contributions will be stored. The co-sponsoring agency is responsible for the placement of the cabinet in a secure location near the dining area.
- J. To provide adequate maintenance to ensure that the facilities utilized by the Nutrition Program are clean, safe, and in good repair.
- K. To provide a refrigerator (and stove where appropriate) for each site to be used for the Nutrition Program and to ensure the proper maintenance and repair of such equipment. Repair and maintenance of equipment owned by the co-sponsoring agency and used in the Nutrition Program is the responsibility of the co-sponsoring agency.
- L. To provide space for DFSS on a bulletin board for posting the menu cycle, and other DFSS information and fact sheets, at each site.
- M. To correct any Chicago Board of Health violations as indicated through inspections. Co-sponsoring agency is responsible for attending administrative hearings regarding violation(s) and payment of fines resulting from judgments. Repeated violations may be cause for removal of the Program from said facility.
- N. To comply with the requirement that all other information maintained on persons served under this Agreement are confidential and shall be protected by the Co-Sponsoring Agency from unauthorized disclosure.