

**Non-DPS Contractual Agreement  
Cover Sheet**

**From:** Brandie V. Knazze *BK*  
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First Deputy Commissioner  
Family and Support Services

**To:** Tom Dziejdzic  
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Department of Finance

**Date:** October 12, 2017

**Please create a Blanket Purchase Order in FMPS for the attached Non-DPS Agreement. The following summary values must be identified to create a Blanket Purchase Order.**

**PO Number (if request is a Modification):** TBD

**Department Number:** 050

**Supplier Name:** The Chicago Housing Authority

**Supplier Number:** F00343

**Supplier Site:** A

**Ship-To:** 050 – 2005 Family and Support Services

**Bill-To:** 050 – 2005 Family and Support Services

**Agreed Amount:** \$1,160,000

**Target Market:** N/A

**Goods or Services:** Services

**Description of Agreement:** CHA Intergovernmental Agreement for the Summer Youth Employment Program

**Agreement Start Date:** June 1, 2017

**Agreement End Date:** December 31, 2017

**Please submit one fully executed and redacted copy of the Signature Ordinance, Contract/Agreement, and the Economic Disclosure Summary (EDS). Please submit only single-sided hard copies. In addition, please check the link to ensure that the supplier is not on the debarred vendor list.**

**[http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred\\_firms\\_list.html](http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred_firms_list.html)**

month period. Such report shall indicate the name, title and salary of each such employee, the department or agency in which the title appears, the department or agency to which the employee is assigned, and a description of the duties being performed under the assignment. This provision shall not apply to work performed by one department or agency for another pursuant to contract. The first report shall be presented on April 20, 2017, and shall cover the period beginning January 1, 2017.

**SECTION 7.** The Commissioner of Human Resources shall prepare and present to the City Council on the twentieth day of each month a written report of all vacancies occurring during the preceding month due to resignation, retirement, death, layoff, promotion, demotion, discharge, or termination. The report shall be submitted on a form to be prepared by the Commissioner of Human Resources. The Commissioner of Human Resources shall prepare and present to the City Council monthly reports on all City employees hired during the preceding quarter.

The Budget Director shall prepare and present to the City Council on the twentieth day of each month, or post online on a monthly basis, a report of the overtime compensation paid to employees during the preceding month, on a form to be prepared by the Committee on the Budget and Government Operations.

**SECTION 8.** Grant applications, expenditures of grant funds, and all other aspects of the grant process described in this section shall be carried out in adherence to City-wide policies and procedures established and administered by the Office of Budget and Management in consultation with the Department of Finance, pursuant to the Mayor's direction, and shall further be subject to the limitations of this section. These mandatory policies and procedures shall govern all city grants, including those authorized under any municipal code provision or uncodified ordinance.

Subject to such policies and procedures, the Mayor and the heads of the various departments and agencies of the City Government are authorized to apply for grants from governmental and private grantors. With respect to such grants, and also with respect to city funds appropriated for grants to third parties, the Mayor and the heads of the various departments and agencies are authorized to execute grant and subgrant agreements and amendments thereto to effectuate the purposes of such grants and appropriations; to indemnify the grantor with respect to the performance of the grant, subject to the approval of the Corporation Counsel; and to execute such documents, and provide such additional information, assurances and certifications as are necessary, in connection with any of the foregoing, all subject to the foregoing mandatory Office of Budget and Management policies and procedures.

To the extent that revenue of a grant is not described in the appropriation from Fund 925—Grant Funds, or that an amendment increases the budget of a project beyond the appropriation described hereinafter, no expenditure of such grant revenues shall be made without prior approval of the City Council.



The Comptroller and the heads of the various departments and agencies of the City Government shall administer the revenues of grants received by standard accounts, in accordance with the standard classification of accounts and with the manual of the Department of Finance.

No later than the tenth day of each month, the Budget Director shall provide to the Committee on Finance a compilation of all grants awarded to the City in the preceding month.

On or before May 15, 2017, and on or before November 15, 2017, the Office of Budget and Management shall provide to the Committee on the Budget and Government Operations a report showing all federal and state funds received or administered by the City for the time periods October 1, 2016, through March 31, 2017, and April 1, 2017, through September 30, 2017, respectively. Community Development Block Grant funds shall be excluded from this report. The report shall list the amounts disbursed and purposes for which disbursements were made, and shall indicate the Grantor of the funds, purpose, service area(s) and number of positions supported.

In connection with any delegate agency grant agreements entered into between the City and the respective delegate agencies for 2017, the Chief Procurement Officer shall be authorized to resolve disputes between the respective delegate agency and the appropriate City department or agency and to promulgate and implement regulations in connection therewith.

**SECTION 9.** Any employee who is required and is authorized to use his or her personally owned automobile in the regular conduct of official City business shall be allowed and paid at the rate established from time to time by the Internal Revenue Service for the number of miles per month use of such privately owned automobile, to a maximum amount of \$550 per month, such maximum to be adjusted upward on February 1 of each year by the percentage increase, if any, in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest \$5 increment. Each annual adjustment shall be based on the adjusted amount for the previous year. Provided further, the foregoing computation shall be subject to provisions contained in contracts approved by the City Council between the City and recognized collective bargaining agents; and provided further that this allowance is subject to change by the City Council during the fiscal year in accordance with such contracts.

**SECTION 10.** In accordance with Section 2-60-080 of the Municipal Code, no expenditure may be made from any fund or line item account herein for the purpose of executing settlement agreements or entering into consent orders except upon order of the City Council. Provided, however, that this section shall not apply to: (i) settlement agreements or consent orders entered into where the amount is \$100,000 or less, or (ii) offers of judgment of \$500,000 or less made and accepted pursuant to Federal Rule of Civil Procedure 68, if before making any such offer of judgment, the Corporation Counsel obtains the written concurrence of both the Chairman and Vice-Chairman of the Committee on Finance, following a careful review of the facts and circumstances, that the making of such an offer is likely to reduce the City's liability in the case in question.

**INTERGOVERNMENTAL AGREEMENT**

**FOR THE SUMMER YOUTH EMPLOYMENT PROGRAM**

**BETWEEN**

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

**AND**

**THE CHICAGO HOUSING AUTHORITY**



## TABLE OF CONTENTS

ARTICLE 1	Incorporation of Recitals
ARTICLE 2	CHA's Duties and Responsibilities
2.01	Services to be Performed
2.02	Performance Standards
2.03	Ownership of Documents; Records and Reports
2.04	Audit Requirement
2.05	Confidentiality
2.06	Subcontracts and Assignments
2.07	Patents and Copyrights
2.08	Force Majeure
Article 2.A	intentionally omitted
ARTICLE 3	Term of Services
3.01	Term of Agreement
ARTICLE 4	Compensation
4.01	Amount of Compensation
4.02	Payment
ARTICLE 5	Disputes
ARTICLE 6	Risk Management
6.01	Insurance Provided by CHA
ARTICLE 7	Termination
ARTICLE 8	Special Conditions
8.01	Warranties and Representations
8.02	Conflict of Interest
8.03	Non-Liability of Public Officials
8.04	Independent Contractor
ARTICLE 9	General Conditions

9.01	Entire Agreement
9.02	Counterparts
9.03	Amendments
9.04	Compliance with All Laws/Governmental Orders
9.05	Governing Law
9.06	Severability
9.07	Interpretation
9.08	Assigns
9.09	Cooperation
9.10	Waiver
ARTICLE 10	Communication and Notices
10.01	Communication Between the Parties
10.02	Notices
ARTICLE 11	Authority
11.01	CHA's Authority
11.02	DFSS' Authority
EXHIBITS	
Exhibit A	Statement of Work
Exhibit B	Operating Budget



**THIS INTERGOVERNMENTAL AGREEMENT FOR THE SUMMER YOUTH EMPLOYMENT PROGRAM** (the “Agreement”) is entered into effective as of the 1<sup>st</sup> day of June 2017 (the “Effective Date”) by and between the **CITY OF CHICAGO**, a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, acting through its Department of Family and Support Services (hereinafter referred to as “DFSS”) and the **CHICAGO HOUSING AUTHORITY** (hereinafter referred to as the “CHA”), a municipal corporation of the State of Illinois.

## **RECITALS**

**WHEREAS**, DFSS provides various family supportive service programs for residents of the City of Chicago; and

**WHEREAS**, the 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 and CHA agree that a summer youth workforce employment program provides opportunities for youth to gain work experience while earning a stipend and have agreed to collaborate on the Summer Youth Employment Program (the “Program”); and

**WHEREAS**, DFSS and CHA agree that it is in their best interest to provide the children of CHA residents the opportunity to apply for summer jobs through the Program; and

**WHEREAS**, DFSS desires CHA’s assistance with implementing the Program; and

**WHEREAS**, DFSS and CHA desire to enter into this Agreement to permit CHA to implement the Program, as set forth in Section 2.01; and

**WHEREAS**, DFSS and the CHA have the authority to enter into this intergovernmental agreement pursuant to, among other things, the Housing Cooperation Law, 310 ILCS 15/1 et seq.

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

### **ARTICLE 1 INCORPORATION OF RECITALS**

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

### **ARTICLE 2 CHA’S DUTIES AND RESPONSIBILITIES**

#### Section 2.01 Scope of Services

The services that CHA shall provide under this Agreement are those described in Exhibit

A, for the provision of the Program (collectively, the “Services”). CHA shall provide the Services in accordance with the standards and performance set forth in Section 2.02.

#### Section 2.02 Performance Standards

CHA 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. CHA shall at all times use its best efforts to assure quality, timeliness, efficiency and creativity in rendering and completing the Services. CHA agrees that performing the Services in a satisfactory manner includes quickly responding to DFSS’s needs when those needs are clearly conveyed to CHA in a timely and appropriate manner as agreed by both parties.

#### Section 2.03 Ownership of Documents, Records and Reports

- A. All Reports or information in any form prepared or assembled by CHA and provided to DFSS under this Agreement are the property of the 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 CHA under this Agreement for government purposes, which are limited to responses to Requests for Proposals or other funding opportunities, DFSS Performance Management reports, Needs Assessments, Program Planning (using data on clients served and services rendered to inform program design for DFSS programs), DFSS marketing materials (brochures, website, etc.) and on a case by case basis if approved by the CHA in writing, subject to the privacy rights of CHA’s residents as provided by law not to disclose personal identification information.
- B. CHA 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 CHA’s performance under this Agreement. In addition, CHA 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 the City of Chicago (“City”), 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

DFSS retains an irrevocable right to independently or, through a third party, audit CHA’s books and records pertaining to this Agreement and disallow any inappropriate billings upon written notice to CHA.

#### Section 2.05 Confidentiality

CHA agrees that all Deliverables, reports, documents and information/data prepared, assembled, received or encountered 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. CHA agrees that such Confidential Information shall not be made available to any individual or organization other than the City, HUD or courts of competent jurisdiction or administrative agencies pursuant to a subpoena without the prior written approval of the City. In the event CHA 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 CHA’s possession by reason of this Agreement, CHA must immediately give notice to the Commissioner of DFSS (the “Commissioner”) and the Corporation Counsel of the City with the understanding that the City 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. CHA, 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

CHA shall not assign or subcontract this Agreement, or any portion thereof, incorporated by reference as if fully set forth herein, without the express written approval of DFSS, which approval shall not be unreasonably withheld by the DFSS and shall be promptly provided. The absence of such express written approval shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

CHA shall not assign any right to collect payment or any similar right to any CHA delegate agency or contractor. With advance written consent from CHA, DFSS expressly reserves the right to assign or otherwise transfer all or any part of its rights or interests hereunder.

#### Section 2.07 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 the CHA nor DFSS shall be liable to the other party for any nonperformance under this Agreement resulting from such an event.

### **ARTICLE 3 TERM OF THE AGREEMENT**

#### Section 3.01 Term of the Agreement

This Agreement shall commence on the Effective Date first mentioned above and shall continue through December 31, 2017 (the “Term”).

#### Section 3.02 Extension Options

The Term and the funding amounts set forth in this Agreement may be extended or increased from time to time by amending the Agreement under the same terms and conditions as provided in this Agreement, upon mutual agreement of the Parties. Such amendments may, but

need not be, for the purpose of utilizing unspent Program funds in a subsequent fiscal year, or for the purpose of utilizing new funding for the Program that has been obtained pursuant to applicable appropriations. The Agreement shall be amended to reflect the time extension in accordance with the provisions of Section 9.03 hereof.

## **ARTICLE 4 COMPENSATION**

### **Section 4.01 Amount of Compensation**

This is a cost reimbursement Agreement. DFSS shall pay the CHA for the provision of the Services under the Agreement, a sum not-to-exceed \$1,160,000 in one lump-sum payment upon completion of the Program. Only those expenditures made by the CHA with respect to the Project, evidenced by documentation satisfactory to DFSS and approved by DFSS as satisfying costs covered in the operating budget, which is attached hereto as Exhibit B and incorporated by reference as if fully set forth herein, shall be eligible for payment under this Agreement. CHA agrees not to perform, and waives any and all claims for payment of Services that would result in billings, beyond the above referenced not-to-exceed amount unless the parties have executed a written amendment to this Agreement authorizing said additional work and the payment thereof. CHA recognizes and acknowledges that it has an affirmative duty to monitor its performance and billings to insure that the scope of work is completed within this not-to-exceed amount.

### **Section 4.02 Payment**

DFSS shall provide CHA with a standard billing format. Pursuant to the standard billing format, upon completion of the Project, CHA shall submit a final invoice to DFSS documenting all costs eligible for reimbursement in accordance with Exhibit B.

## **ARTICLE 5 DISPUTES**

A dispute between the CHA and DFSS involving this Agreement that has not been resolved shall be referred to the Commissioner and the 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, provided it does 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 CHA**

#### **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). The City is to be endorsed as an additional insured on the CHA's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the City.

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 CHA 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. The City is to be endorsed as an additional insured on the CHA's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the City.

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 one Million Dollars (\$1,000,000) per occurrence.

5. Renewal of Insurance Policies

When policies are renewed or replaced, the policy retroactive date must coincide with or precede, 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.

6. Subcontractors Insurance

The CHA must require all Subcontractors to provide the insurance required in this Agreement or the CHA may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements of the CHA unless otherwise specified in this Agreement.

## ARTICLE 7 TERMINATION

DFSS may terminate the Agreement for its convenience, or all or any portion of the Services to be performed under it, at any time by providing ninety (90) days' notice in writing to the CHA. CHA may terminate the Agreement for its convenience, or all or any portion of the Services to be performed under it, at any time by providing ninety (90) days' notice in writing to the DFSS.

## ARTICLE 8 SPECIAL CONDITIONS

### Section 8.01 Warranties and Representations

In connection with the execution of this Agreement, CHA warrants and represents that CHA 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; 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 DFSS and its officers and employees will comply with the provisions set forth therein.

### Section 8.02 Conflict of Interest

In connection with signing and carrying out this Agreement, CHA warrants that:

- A. No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to 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 no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- B. CHA covenants that CHA and its employees, and any subcontractors presently have no interest and shall acquire no interest, direct or indirect, in the Agreement that would conflict in any manner or degree with the performance of the Services hereunder. CHA further covenants that in the performance of this Agreement no person having any such interest shall be employed.
- C. Additionally, pursuant to the conflict of interest requirements in 24 CFR 85.36(b) (3), no person who is an employee, agent, consultant, officer, or appointed official of the 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.



D. Furthermore, CHA 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

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

### **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, modifications, or discharge of this Agreement, or any part thereof, including, but not limited to, the extensions or increases referred to in Section 3.02 hereof, shall be valid unless in writing and signed by the authorized agent of DFSS and by CHA's CEO or his designee. DFSS 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. CHA 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., 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. 251 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, CHA shall comply with the applicable provisions of OMB Circulars A-133, A-122, A-102, A-110 and A-87, as amended, succeeded or revised. 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 make such insertion. However, in no event shall the failure to insert such provisions prevent the enforcement of this Agreement.

- B. CHA 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 either party, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, or by registered or certified mail addressed to the office actually maintained by each party. If any action is brought by CHA against the DFSS 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 and CHA agree at all times to cooperate fully and in good faith with each other. If this Agreement is terminated for any reason, or if it is to expire on its own terms, CHA 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 the DFSS in connection with the termination or expiration of this Agreement.

#### Section 9.10 Waiver

Whenever under this Agreement DFSS by a proper authority waives CHA's performance in any respect or waives a requirement or condition to either the 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 the DFSS may have waived the performance of a 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 DFSS' program manager and CHA's Department of Resident Services. No verbal communication(s) 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 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 DFSS shall be mailed by ordinary mail, postage prepaid to:

Commissioner  
Chicago Department of Family and Support Services  
1615 W. Chicago Ave.  
Chicago, Illinois 60622

With copies to: Finance and Economic Development Division  
Department of Law  
City of Chicago  
121 North LaSalle Street, Suite 600  
Chicago, Illinois 60602

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

Chief Resident Services Officer  
Chicago Housing Authority  
60 E. Van Buren St., 10<sup>th</sup> Floor  
Chicago, Illinois 60605

With a copy to: Chief Legal Officer  
Office of the General Counsel  
Chicago Housing Authority  
60 E. Van Buren St, 12<sup>th</sup> Floor  
Chicago, Illinois 60605

**ARTICLE 11 AUTHORITY**

Section 11.01 CHA Authority

Execution of this Agreement by the CHA is authorized by a resolutions of the CHA's Board of Commissioners, dated May 17, 2017, and pursuant to the United States Housing Act of 1937, 42 U.S.C. 437 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

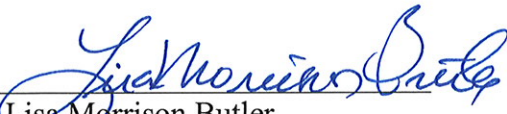
Execution of this Agreement by DFSS is authorized by Section 2-50-040 of the Municipal Code of Chicago and the ordinance enacted by the City Council of the City of Chicago (the "Council") on November 16, 2016.




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

**CITY OF CHICAGO,  
DEPARTMENT OF FAMILY AND  
SUPPORT SERVICES**

**CHICAGO HOUSING AUTHORITY**


By:   
Lisa Morrison Butler  
Commissioner

By:   
Dionna Brookens, Chief  
Procurement Officer  
Procurement and Contracts

Date: 10/11/17

Date: 9/26/17

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

By:   
James Bebley  
Chief Legal Officer

Date: 9/12/17

## EXHIBIT A

### SCOPE OF SERVICES

<p style="text-align: center;"><b>Chicago Department of Family and Support Services</b> <b>Scope of Services for SUMMER YOUTH EMPLOYMENT PROGRAM (SYEP)</b></p>
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#### I. Introduction

The Chicago Housing Authority (CHA) shall provide the Summer Youth Employment Program (SYEP) as outlined in the Scope of Service. CHA and its contracted agents and partners shall engage youth in SYEP for a seven week period.

#### II. Scope of Services

##### A. Program Design

- a. CHA residents age 16-24 will be hired as SYEP workers for the seven-week period of June 26 through August 11, 2017.
- b. SYEP participants shall engage in up to 140 hours of paid work experience and programming experience (educational, soft skill and recreational activities).
- c. SYEP participants will receive wages of \$8.25 per hour up to a total \$1,155 based on hours worked.

##### B. Chicago Housing Authority Duties and Responsibilities

1. CHA, through its contracted agents and partners, shall:
  - a. Provide SYEP participants with a paid work experience.
  - b. Provide SYEP participants with a safe, well-defined and supervised job that allows youth to gain valuable work experience.
  - c. Develop appropriate programmatic and consent forms to be completed by all SYEP participants.

##### C. Youth Eligibility

1. CHA shall verify and collect the necessary documentation to determine eligibility. This includes:
  - a. Proof of age: 16-24
  - b. Proof of residency
  - c. Valid social security card or Individual Taxpayer Identification Number ("ITIN")
  - d. All SYEP workers working with vulnerable individuals, defined as children under 18 years of age, those who are physically or mentally disabled, limited or non-English speaking and the frail or elderly, are required to have a cleared Background Check on file.

#### **D. Slot Allocation**

The CHA shall provide the program to 1,004 SYEP participants, ages 16-24 for a seven-week period from *June 26 to August 11, 2017*. CHA may exceed this target in order to fully expend the stipend funding.

#### **E. Recruitment**

All SYEP participants must have completed an employment application (e.g. One Summer Chicago common application and/or CHA supplemental application) and have a signed Summer Youth Programs Consent and Release Form on file.

#### **F. Youth Soft Skill, Life Enrichment and Recreational Activities**

1. CHA shall provide information on program requirements and expectations to enrolled SYEP participants through an orientation and in writing.
2. During the seven week program, CHA shall provide SYEP participants with planned soft skills, life enrichment and recreational activities. Activities may include, but are not limited to, work ethic and character, problem solving, computer and financial literacy, interviewing techniques, resume preparation and interpersonal skills development.

#### **G. Worksite Development, Matching and Monitoring**

1. CHA shall work with private companies, community-based agencies, not-for-profits, local businesses, faith-based communities, etc. to create summer work experiences.
2. Responsibilities include identifying work sites and number of available placements, verifying and approving work experience activities submitted by worksites and hosting worksite liaison orientations and training.
3. CHA and its contracted agents shall be responsible for providing ongoing worksite monitoring. This includes performing pre-program visits to inspect worksite conditions and confirm job descriptions, as well as performing site visits while the program is in operation to troubleshoot and problem solve.
4. A signed worksite agreement should be on file.
5. CHA and its contracted agents will also provide the following supports to the worksite:
  - a. Retention strategies for SYEP workers
  - b. Youth recruitment and screening services

#### **H. Supervision**

1. The CHA and its contracted agents and partners will provide adequate oversight and supervision for the entire program.
2. SYEP workers shall be supervised by a designated employee of the CHA or its contracted agents and partners.

#### **I. Payroll System**

1. CHA shall have the capacity to operate a payroll and timekeeping system that assures that

all SYEP participants are paid on time according to an established schedule.

2. SYEP participants may receive up to four payments for participation in the program and shall receive their final payment no later than one week following the end of the program.
3. CHA shall also maintain general liability insurance for all youth employed through the program. At the end of the calendar year, CHA or its contracted third party payroll vendor must send tax forms directly to SYEP participants and respond to inquiries or issues during the program period.

#### **J. One Summer Chicago Participant and Employer Surveys**

1. CHA and its contracted agents and partners shall be responsible for administering the One Summer Chicago Participant Survey to all SYEP participants, ages 16 – 24 at the completion of the program.
2. CHA and its contracted agents and partners shall be responsible for distributing the One Summer Chicago Employer Survey to participating employers and making survey results available to DFSS.

#### **K. Reporting and Record Keeping**

1. CHA, through its contracted agents and partners, shall be responsible for:
  - a. Maintaining complete and accurate records on program participants. Individual case files shall be kept for each program participant and will include, but is not limited to, program eligibility documentation, time and attendance.
  - b. Maintaining comprehensive information on worksite placements that will include, but is not limited to, work site agreements, job titles, and documentation of participant hours spent at the work site.
  - c. Completing a DFSS End of Program Report. The report will summarize the contractor/service provider's activities including, but not limited to, number of youth served, aggregate hours worked, the sites at which work was performed and type of work completed at each site, individual youth information (total hours worked, completion status, and reason for not completing).

#### **L. Department of Family and Support Services Duties and Responsibilities**

1. DFSS will train CHA on how to administer the One Summer Chicago Youth Survey and One Summer Chicago Employer Survey
2. DFSS will provide the End of Program Report format.

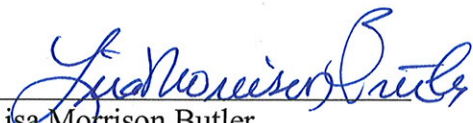


**EXHIBIT B**  
**OPERATING BUDGET**

Category	Total Grant Award
Summer Youth Employment Program: Participant Wages	\$ 1,160,000


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**CITY OF CHICAGO,  
DEPARTMENT OF FAMILY AND  
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Lisa Morrison Butler  
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