

CONTRACTOR PARTICIPATION AGREEMENT

THIS CONTRACTOR PARTICIPATION AGREEMENT (this “**Agreement**”) is made as of the last date signed by a party hereto (the “**Effective Date**”) by and between Center for Neighborhood Technology, an Illinois not-for-profit corporation (“**CNT**”) and _____ (“**Contractor**”).

PURPOSE

- A. CNT is the implementation agency with respect to that certain Agreement between CNT and the City of Chicago Department of Planning & Development, dated as of June 15, 2015, and attached hereto as **Exhibit A** (the “**Contract**”), pursuant to which CNT and certain contractors will provide services related to flood damage repair, flood damage prevention and replacement of damaged personal property as a result of FEMA-verified losses from the April 2013 flooding in the City of Chicago (collectively, the “**Program**”).
- B. CNT has provided the Request for Qualifications (as amended or modified from time to time by CNT, the “**RFQ**”) further described as RFQ-CNT-16-001: Residential Flooding and Assistance Program.
- C. Contractor, as a Respondent (as defined in the RFQ), has delivered to CNT its completed Program Application in response to the RFQ (the “**Program Application**”).
- D. Contractor desires to participate in the Program as more particularly described in this Agreement.

NOW THEREFORE, in consideration of the foregoing, the parties, intending to be legally bound, hereby agree to the following:

- 1. **No Exclusivity.** This Agreement is not exclusive for either party. CNT may select many qualified and potentially competing contractors as participating contractors in the Program and Contractor may participate in other programs intended to provide information and/or referrals.
- 2. **Consideration.** In consideration for Contractor’s performance in accordance with the terms of this Agreement, CNT may refer eligible property owners and/or managers (each a “**Customer**”) to Contractor to perform work in accordance with Program guidelines. Any rebates, incentives, financing or access to additional resources and opportunities that may be available to Contractor under the Program may require that Contractor enter into a separate agreement and/or supplemental or modified terms in addition to the terms of this Agreement. The term “**Customer**” includes any property owner and/or manager who may participate in the Program, whether the Customer is referred by CNT to Contractor, the Customer is a new or existing client of Contractor or enters the Program by any other means.
- 3. **Contractor’s Obligations.** Contractor agrees:
 - A. it has completed and delivered to CNT the Program Application in response to the RFQ.

- B. all information provided by the Contractor set forth in the Program Application is complete and accurate as of the date hereof and shall continue to be complete and accurate at all times during the Term, and the Program Application and the RFQ are hereby incorporated into this Agreement by reference and made a part hereof.
- C. that in the event any information in the Program Application changes or becomes inaccurate during the Term, Contractor shall immediately notify CNT, provided that such notice shall not be deemed to cure any inaccuracies in the Contractor's information set forth in the Program Application.
- D. it has met, and during the Term will continue to meet, the "**Contractor Participation Requirements**" set forth on **Exhibit B**.
- E. Contractor will prepare an agreement with each Customer (each, a "**Customer Contract**") describing the terms of the services to be provided by Contractor to such Customer, and such Customer Contract will comply in all respects with the provisions of this Agreement, the Contract, the RFQ and the Program Application. Such Customer Contract shall be subject to review and approval by CNT prior to execution of such Customer Contract by Contractor in accordance with the terms set forth in the RFQ and the Program Application.
- F. it will perform its Program obligations and any other work and/or services pursuant to the terms of this Agreement, the Contract, the RFQ, the Program Application, the Customer Contract or otherwise for Customers in connection with the Program: (i) in accordance with the specifications and requirements set forth in this Agreement, the RFQ, the Program Application, the Contract and the Customer Contract, which specifications and requirements under the Contract, the RFQ, the Program Application and the Customer Contract are hereby incorporated into this Agreement by reference (including any flow-down provisions in the Contract, the RFQ or the Program Application applicable to the Contractor), including any exhibits, schedules or attachments referenced herein or therein and attached hereto or thereto; (ii) in accordance with industry standard best practices which, with respect to work and/or services performed by Contractor, will be performed in at least a good and workmanlike manner; (iii) with the degree of care typically exercised by professionals performing such services on a nationwide basis; and (iv) in accordance with all applicable federal, state and local laws including, without limitation, the US EPA's Renovation, Repair, and Painting rule (40 CFR 745.80, et seq.) when disturbing paint in regulated properties.
- G. to furnish competent personnel for fulfillment of its obligations. If CNT, in its reasonable discretion, deems Contractor personnel unsatisfactory to perform any Program work, such personnel shall be removed immediately.
- H. that time is of the essence with respect to Contractor's performance of any work pursuant to the Program.
- I. that CNT may, for the purposes of administering the Program, share with the City of Chicago, Hey and Associates, d'Escoto, Inc. and all other agencies, entities or persons collaborating with CNT with respect to the Program (collectively the "**Program Partners**") any information related to Contractor's performance of this Agreement.

Such information may include, but is not limited to, the results of any Contractor QA/QC inspections, including inspections of Contractor's work completed prior to the Term and/or any disciplinary action.

- J. any Program Partner may share with CNT information provided by Contractor during the application process to participate in the Program as well as any information from QA inspections (or similar performance assessments) conducted as part of the Program and any disciplinary actions administered by the Program.
- K. that CNT may share specific findings of a QA inspection, including inspections of Contractor's work completed prior to the Term with any Customer (including, without limitation the representative(s), lenders, funders, agents and/or administrators of any Customer).
- L. it will provide reasonable assistance to CNT and any Program Partner in furtherance of Program objectives.
- M. that, without written permission, Contractor shall not employ as a subcontractor any firm that has been suspended or terminated from the Program or any program offered by CNT or the City of Chicago and any of its agencies.
- N. that, unless otherwise previously approved in writing by CNT, Contractor will use its own employees (and not any subcontractor) to perform services in connection with the Program; provided that, if Contractor receives approval in writing to use any subcontractor, Contractor shall provide CNT with a true and complete copy of any contract with such approved subcontractor in connection with the Program.
- O. to properly account for and timely pay or cause to be paid all sales, use, gross receipts, excise and payroll taxes, and other taxes related to any work performed by Contractor including any tax on any Incentive paid to Contractor in connection with the Program (if any).
- P. to provide assistance, information and data as reasonably requested by CNT that is necessary for compliance with Program, the Contract, this Agreement, the RFQ or Program Application requirements, or otherwise for CNT's research needs.
- Q. to ensure compliance with the terms of this Agreement, the Contract, the RFQ, the Program Application and the Customer Contract by Contractor, its owners, directors, officers, employees, agents, contractors, subcontractors and any other person or entity acting on behalf of Contractor with respect to its obligations hereunder or thereunder (each a "**Contractor Party**"). Any reference herein to "Contractor" shall be deemed to include each Contractor Party.
- R. that neither Contractor nor any Contractor Party: (i) has employed or retained or will employ or retain for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for Contractor or such Contractor Party) to solicit or secure this Agreement or any contract with any Customer, (ii) has agreed or will agree, as an express or implied condition for obtaining this Agreement or any contract with any Customer, to employ or retain the services of any firm or person in connection with carrying out this Agreement or any contract with any Customer, or (iii) has paid or agreed to pay, or will pay or agree to pay,

to any firm, organization or person (other than a bona fide employee working solely for Contractor or Contractor Party) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this Agreement or any contract with any Customer.

4. **No Warranty.** Except as explicitly provided in this Agreement, CNT makes no warranty or representation of any kind, and hereby disclaims any other representations or warranties including, without limitation, any representation or warranty as to the accuracy or completeness of any information provided by CNT to Contractor or as to the future revenue, profitability or success of the Program and/or Contractor, or any representation or warranty arising from statute or otherwise in law.
5. **Program Materials.** CNT or the respective Program Partner reserves all ownership rights in their respective logos, patents, copyrights, service marks, trademarks, graphics, trade names, domain names and all other intellectual property. Contractor does not under this Agreement, the Contract, the RFQ, the Program Application, the Customer Contract or the Program acquire any ownership or other rights in and/or to any software, documentation, tools, techniques, methodologies, copyrights, patents or other material or intellectual property of, or licensed to, CNT or the Program (including of any Program Partners) (collectively the “**CNT Proprietary Materials**”). Contractor may not use any CNT Proprietary Materials without the prior written consent of CNT which may be withheld in its sole discretion. If CNT provides Contractor with a Program logo to use to identify Contractor as a participating contractor, Contractor will not alter, distort or modify the logo or any other CNT Proprietary Materials that Contractor has the right to use in any way and will display and use such CNT Proprietary Materials in accordance with CNT’s guidelines.
6. **Confidential Information.** “**Confidential Information**” includes the confidential or proprietary information, data and materials of CNT, the Program Partners or Customer in any form or format whatsoever that is designated as confidential by CNT or that Contractor should know by the nature of such information is the Confidential Information of such party. Contractor agrees to:
 - A. hold the Confidential Information in confidence;
 - B. not disclose the Confidential Information to any third party without the prior, written consent of CNT; and
 - C. not to use any Confidential Information for any purpose except as allowed by this Agreement.
7. **Books and Records.** Contractor agrees to keep and maintain full, true and complete records, contracts, books, and documents as are necessary to fully disclose to CNT, the City of Chicago or their respective authorized representatives, upon audits or reviews, sufficient information to determine compliance with this Agreement, the Contract, the RFQ, the Program Application, the

Customer Contract or the Program. All books, records, reports, and statements relevant to this Agreement must be retained for a minimum of four (4) years from expiration or termination of this Agreement or such longer period as may be required under the Contract, the RFQ or the Program Application.

- 8. Inspection & Audit.** Contractor agrees that any work it performs in connection with the Program and/or this Agreement, Contractor's relevant books, records (written, electronic, computer-related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to Contractor's participation in the Program shall be subject at all reasonable times, to inspection, examination, review, audit, and copying by CNT, the City of Chicago or their respective agents at any time acceptable to the owner of the property at which such work is located or, with respect to Contractor's books and records, at the office of Contractor upon at least three (3) days' notice by CNT or the City of Chicago.
- 9. Contractor Defaults.** Contractor shall use best efforts to resolve all disputes arising from its participation in the Program within five (5) business days of notification of the dispute. A dispute is defined in the broadest sense and includes any concern raised by a Customer, whether in writing or verbally, or an unresolved deficiency identified by CNT, any Customer or any Program Partner. Deficiencies mean any failure by Contractor to comply with the terms of this Agreement, the RFQ, the Program Application, the Contract or the Customer Contract. CNT shall have the option to take any disciplinary action including those specified below, or to pursue any remedy at law or in equity. In the event a deficiency is identified by CNT, any Customer or any Program Partner:

 - A.** Contractor may be immediately suspended from the Program. Once suspended, Contractor will not be allowed to participate in the Program and, if determined by CNT, will work with CNT to transition any current Program work to another participating contractor. While suspended from the Program, Contractor will not be referred to Customers.
 - B.** During any period of suspension, Contractor will diligently work with CNT in good faith to promptly resolve the deficiency leading to suspension, which will include remaining in close communication with CNT, providing all requested information, taking commercially reasonable corrective actions and working with CNT to successfully complete any action plan developed by CNT to improve Contractor's performance. Any such action plan may include, but is not limited to, participating in training seminars, field training, and/or classroom sessions. All corrective actions will be at Contractor's sole cost.
 - C.** CNT may immediately terminate this Agreement upon notice to Contractor at which time Contractor's participation in the Program will immediately cease. Though CNT typically only terminates participating contractors in the event a significant discrepancy or a pattern of discrepancies, CNT reserves the right to terminate this

Agreement for any reason. Nothing herein will be interpreted to require CNT to execute a series of escalating actions prior to suspending or terminating a Contractor.

10. Indemnity; Liability. Contractor shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CNT, each Program Partner, each Customer and their respective officers, directors, employees, affiliates, agents, successors and assigns (each an “**Indemnified Party**”) from and against any claims, damages, liabilities, losses, costs and expenses, including reasonable attorneys’ fees and costs of investigation (each a “**Claim**”), that any Indemnified Party may incur, directly or indirectly, arising out of or resulting from: (A) the breach by Contractor, its officers, directors, employees, contractors and/or agents of Contractor’s obligations under this Agreement, the RFQ, the Program Application, the Contract or the Customer Contract; or (B) Contractor’s willful misconduct or negligence in connection with this Agreement, the RFQ, the Program Application, the Contract or the Customer Contract or otherwise in connection with the Program. If any Claim is made that may result in a right to indemnification hereunder, CNT shall promptly give written notice thereof to Contractor upon becoming aware of any such Claim, provided that the failure to give prompt notice of such Claim to Contractor shall not relieve Contractor of its liability with respect thereto. Contractor shall have the right to defend or settle such Claim at its expense, with counsel reasonably acceptable to CNT provided that it does so diligently and in good faith. CNT shall reasonably cooperate with Contractor in the defense or settlement of such Claim. In no event shall CNT have any liability of any kind, whether based on contract, tort (including negligence and strict liability), or otherwise, for any Claim relating to this Agreement or the performance of services or participation by the Contractor in the Program. Contractor hereby releases and discharges CNT from all liability for such Claims.

11. Insurance. Contractor agrees to procure and maintain insurance coverage as follows:

- A. Commercial General Liability insurance (including bodily injury) with a minimum of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
- B. Workers Compensation and Employer’s Liability with a minimum of \$500,000 per incident.
- C. Automobile Liability insurance with a combined single limit of not less than \$1,000,000.00 for bodily injury and/or property damage per occurrence.
- D. Professional Liability
- E. Contractors Pollution Liability (If applicable)
- F. Asbestos Abatement Liability (If applicable)
- G. Property/ Installation Floater
- H. Related Requirement

In addition, Contractor will comply with all insurance coverage requirements applicable to Contractor under the Contract, the RFQ, the Program Application or the Customer Contract. Such insurance policies shall be issued by insurance companies licensed to do business in the State of Illinois. CNT, its Program Partners and the Customers shall be named as additional insureds on Contractor’s General Liability insurance policy and such policy shall include an endorsement waiving any right of subrogation against CNT, any Program Partner and any Customer. Contractor will keep on file with CNT at all times during the Term certificates of insurance evidencing the required coverage. CNT will not be responsible for any insurance

coverage or claim in connection with this Agreement. At CNT's discretion, proof of additional insurance coverage may be required in connection for certain inspection and professional services to be performed by Contractor. The Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by CNT shall apply in excess of and shall not contribute with insurance provided by the Contractor under this Contract. It is expressly agreed that the insurance coverage required per this Agreement does not act as limitations of liability of the Contractor. Said policies shall not be canceled or permitted to lapse until final completion and approval of the performance of the Customer Contract, and shall contain a provision that the policy shall not be canceled or changed until seven (7) days after CNT has received written notice that the cancellation or change of such policy is contemplated. Renewal certificates of insurance, requested endorsements, or such similar evidence must be received, via an email to CNT's Project Manager, seven (7) calendar days prior to expiration of insurance coverage, received at least annually, and must restate the effective value of the coverage provided. The receipt of any certificate does not constitute agreement by CNT that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Contract. The insurance policies shall provide for seven (7) days prior written notice to be given to CNT in the event coverage is substantially changed, canceled or non-renewed. The Contractor expressly agrees that CNT may communicate directly with Contractor's insurance broker or carrier to obtain renewal certificates; nonetheless, this provision does not relieve the Contractor of the duty to provide CNT with timely renewal certificates.

12. Termination Without Cause.

- A. In addition to CNT's right to terminate for cause, CNT, in its discretion, may terminate this Agreement without cause at any time upon 5 days' prior notice to Contractor.

13. Term. The "Term" of this Agreement shall begin as of the Effective Date and continue until the earlier of (i) 1 year from the Effective Date, and (ii) termination of the Contract or the Program, unless earlier terminated pursuant to the terms of Sections 9 or 12 of this Agreement; provided that CNT has the option to extend the Term of this Agreement in its sole discretion for additional 1 year renewal periods by notice to Contractor prior to expiration of the then-current Term.

14. General Provisions.

- A. Entire Agreement. This Agreement, the RFQ, and the Program Application including the agreements, exhibits, schedules and attachments referenced herein and therein and attached hereto and thereto, represent the entire agreement between the parties hereto and supersede all prior and contemporaneous written or oral agreements and all other communications between the parties relating to the Program. Any additions, deletions or modifications shall not be binding on either party unless accepted and approved in writing by duly authorized representatives of both parties.

- B. Modifications. CNT may modify the Program (subject to the approval of certain Program Partners), the Contract, the RFQ, the Program Application and/or this Agreement at any time during the Term. CNT will provide Contractor with reasonable notice prior to the effective date of any such modification. Modifications of the Contractor's agreement with any Customer (if any) will be pursuant to the terms of the RFQ and the Program Application.

- C. Grammatical Conventions; References. Whenever the context so requires, each pronoun or verb used herein shall be construed in the singular or the plural sense depending on the number of its antecedent noun or subject, and each pronoun used herein shall be construed in the masculine, feminine or neuter sense depending on the gender of its antecedent noun. The terms "herein," "hereto," "hereof," "hereby," and "hereunder," and other terms of similar import, refer to this Agreement as a whole, and not to any Section or other part hereof. Unless expressly provided otherwise, the terms "Section", "Exhibit" and "Schedule" refer to sections, exhibits and schedules of this Agreement, respectively.

- D. Notices. Any notice, payment, demand, or other communication required or permitted to be given by any provision of this Agreement shall be in writing and deemed to have been delivered or received for all purposes (i) upon receipt, if delivered by hand, U.S. Postal Service with return receipt requested and postage paid, or overnight express courier service against receipt, or (ii) on the date upon which the sending party receives confirmation of receipt of such notice or demand by the receiving party, if sent by facsimile, email or other electronic means, to such party at the address set forth below, or such other address as a party may at any time direct by notice given to the other party in accordance with this Section. The parties initial addresses for notice are:

To CNT:

Center for Neighborhood Technology
2125 W. North Avenue
Chicago, IL. 60647
Attention: Linda Young/Marcella Bondie Keenan

To Contractor:

As provided in the Program Application.

- E. Severability. The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal or unenforceable for any reason by a court of competent jurisdiction, the parties shall negotiate in good faith to modify this

Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner, and the remainder of this Agreement shall be effective and binding upon the parties.

- F. Governing Law; Consent to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois without regard to its conflicts-of-laws principles. The parties hereby: (i) submit to the non-exclusive jurisdiction of any state or federal court sitting in the State of Illinois for the purpose of any suit, demand, claim, or action arising out of or relating to this Agreement brought by either party; and (ii) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such suit, demand, claim, or action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, demand, claim, or action is brought in an inconvenient forum, that the venue of the suit, demand, claim, or action is improper, or that the Contract, this Agreement, the RFQ or the Program Application or any scope of work performed in connection with the Program may not be enforced in or by any of the above-named courts.
- G. Assignment. Contractor may not assign this Agreement or any rights or obligations hereunder without the prior written consent of CNT, which may withheld in its sole discretion. Any such assignment shall be null, void and of no effect.
- H. Independent Contractor Status. It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of CNT or any Program Partner. Nothing in this Agreement shall in any way be interpreted or construed as creating or establishing the relationship of employer and employee between CNT and Contractor. Contractor agrees that it is not entitled to any employee benefits of CNT.
- I. Construction. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of this Agreement.
- J. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, and such counterparts will together constitute the same instrument. An electronic copy of this Agreement (or any counterpart hereof) shall be deemed an original for all purposes.

IN WITNESS WHEREOF, this Contractor Participation Agreement has been duly executed by the authorized representatives of the parties hereto as of the Effective Date. Contractor acknowledges that this Contractor Participation Agreement is not binding on CNT until it is countersigned by CNT.

CONTRACTOR

Company Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____

CENTER FOR NEIGHBORHOOD TECHNOLOGY

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

The Contract

(See attached.)

Contract Summary Sheet

Contract (PO) Number: 32651

Specification Number: 132652

Name of Contractor: CENTER FOR NEIGHBORHOOD TECH

City Department: DEPT OF PLANNING & DEVELOPMENT

Title of Contract: CDBG-DR RESIDENTIAL FLOOD ASSISTANCE PROGRAM (RFAP)
CITY WIDE ADDRESSES PREVENTION ONLY

Term of Contract: Start Date: 6/15/2015

End Date: 12/31/2016

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
\$4,023,400.00

Brief Description of Work: CDBG-DR RESIDENTIAL FLOOD ASSISTANCE PROGRAM
(RFAP) CITY WIDE ADDRESSES PREVENTION ONLY

Procurement Services Contract Area: DELEGATE AGENCY

Vendor Number: 151374

Submission Date:


SENT

JUL 22 2015

Form RFAP 2015: to be used only for Delegate Agency Grant Agreements funded wholly through the U.S. Department of Housing and Urban Development's Community Development Block Grant Disaster Recovery Program (Rev 6/15)

Additional Exhibits to this Agreement may be found at:

<http://www.cityofchicago.org/content/cityinfo/law/termsandconditions/RFAP2015.pdf>

	<p>Delegate Agency Grant Agreement of the City of Chicago ("City")</p>	<p>Title of the Program: Residential Flooding Assistance Program (RFAP)</p>
<p>Contract (P.O.) Number: 326451</p>	<p>Specification Number: 132652</p>	<p>Vendor Number: 151374</p>
<p>Name, address¹ and email address of Delegate Agency ("Subrecipient" or "You") (name must match registered name in DUNS): CENTER FOR NEIGHBORHOOD TECHNOLOGY 2125 W. NORTH AVENUE CHICAGO, IL 60647 Email: kathy@cnt.org</p>	<p>City Department ("Department") and Address: Department of Planning and Development 121 N LaSalle Street, 10th Floor Chicago, IL 60602 Attn: ANDREW J. MOONEY, COMMISSIONER</p>	<p>Federal Agency: U.S. Department of Housing and Urban Development Federal Award Identification Number (FAIN): B-13-MS-17-0001 Federal Award Date: February 9, 2015 Total Amount of the Federal award: \$63,075,000</p>
<p>C.F.D.A. Number and Program Name: 14.269: Hurricane Sandy Community Development Block Grant Disaster Recovery Grants (CDBG-DR) / Community Development Block Grant Disaster Recovery program for Hurricane Sandy and other qualifying disasters occurring in 2011, 2012 and 2015</p>	<p>Term of Agreement (period of performance): Start Date/ Date of Agreement: June 15, 2015 End Date: December 31, 2016</p>	<p>Subrecipient's Dun and Bradstreet Data Universal Numbering System ("DUNS") number: 013444591</p>

¹ Address must be a street address (Post Office boxes are not acceptable) from which Subrecipient administers programs providing Services principally to low and moderate income residents of the City of Chicago.

Form RFAP 2015: to be used only for Delegate Agency Grant Agreements funded wholly through the U.S. Department of Housing and Urban Development's Community Development Block Grant Disaster Recovery Program (Rev 6/15)

Maximum Compensation (subject to the availability and appropriation of funds and satisfactory performance):	Amount of Federal funds obligated to the Subrecipient by this action:	Committed Compensation (Total amount of Federal funds obligated to the Subrecipient):
\$ 8,046,800.00	\$ 4,023,400.00	\$ 4,023,400.00

Fund Numbers and amounts:

015-0J63-0542005-0135 \$ 4,023,400.00

Is this Agreement for Research & Development (as defined in 2 CFR 200.87)? Yes No

Special Conditions: the above grant is subject to the Special Conditions or limitations as are set forth in the attached page(s)

Brief Description of Program (the "Program"): RESIDENTIAL FLOODING ASSISTANCE PROGRAM (RFAP)

Grant funds are to be used to administer the Residential Flooding Assistance Program (RFAP), which will provide grant awards to eligible primary owners, tenants, and landlords for activities necessary to repair storm damage caused by April 2013 flooding and eligible mitigation flooding efforts for single and multi-unit residential buildings in designated areas.

SPECIAL CONDITIONS

You acknowledge and agree:

The City, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, has received a Community Development Block Grant for the Disaster Recovery Program (the "**Grant**") from the United States Department of Housing and Urban Development ("**HUD**"). Grant funds are to support the Program. This Agreement is a subaward under the Grant.

The City desires to enter into this Agreement with you to provide services under the Program. You represent that you have the institutional, managerial, professional and financial capability to provide services in connection with the Program to the full satisfaction of the City and that you are ready, willing and able to enter into this Agreement.

This Agreement will take effect as of the Start Date and continue through the End Date or until the Services are completed or until this Agreement is terminated, whichever occurs first (the "**Term**"). All Services must be performed within the Term and as more specifically required under this Agreement. "**Agreement**" means this Delegate Agency Grant Agreement, including all

Form RFAP 2015: to be used only for Delegate Agency Grant Agreements funded wholly through the U.S. Department of Housing and Urban Development's Community Development Block Grant Disaster Recovery Program (Rev 6/15)

exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

Any payments under the first year of this Agreement will be made from Fund Numbers identified above and are subject to the annual appropriation and availability of funds. In subsequent years, the City may change the fund numbers at its sole discretion. The "**Maximum Compensation**" is the maximum compensation that you may be paid under this Agreement, without an amendment to this Agreement authorizing a higher amount.

Notwithstanding the Maximum Compensation, the amount of funds the City commits to pay to you as of the effective date of this Agreement ("**Committed Compensation**") is reflected in the "Budget Summary" attached as Exhibit A and incorporated by reference. If the City has funds available, and those funds are appropriated for the services/programs covered by this Agreement and the grant agreements, if any, associated with those funds authorize the expenditure of the funds during the time period associated with the increased Committed Compensation, then the City, in its sole discretion, may increase the amount of Committed Compensation by written notification from the Commissioner of the Department or other legally designated official, as applicable ("**Commissioner**") to you and subject to the satisfactory submission of a revised Budget Summary by you. You must submit a revised Budget Summary to the Department, for approval by the Department and the City Comptroller (Attention: Grant and Project Accounting Division), reflecting such additional funds, the cumulative Committed Compensation and the revised fund number. Once approved by the Department and the City Comptroller, the revised Budget Summary will supersede the Budget Summary, attached as Exhibit A. In no event will the cumulative Committed Compensation exceed the Maximum Compensation without a written amendment to this Agreement. In the event that the City pays you the total amount of Committed Compensation for the Services without providing written notification of an increase in the amount of Committed Compensation, no further payments shall be made under this Agreement unless and until (a) the City has provided written notification of an increase in the amount of Committed Compensation and (b) the City has approved a revised Budget Summary submitted by you.

You must comply with all the Terms and Conditions of this Agreement including those found on Exhibit D, with all grant agreements or cooperative agreements pursuant to which the City received the Grant Funds including without limitation the Grant agreement with HUD and also with the additional requirements associated with the Grant Funds, which may be found in Exhibit E. You warrant and represent that, with respect to any Grant Funds from which the City makes payments to you for the provision of services pursuant to this Agreement, neither you nor any of your employees, agents or subcontractors of any tier will act or fail to act in any way that would cause the City to violate any of the grant agreements or cooperative agreements under which the City received the Grant Funds.

You agree to comply with the requirements set forth in the following exhibits which are attached to and made a part of this Agreement. All provisions listed in the Exhibits have the same force and effect as if they had been listed in the body of this Agreement.

Exhibit A Budget Summary

Form RFAP 2015: to be used only for Delegate Agency Grant Agreements funded wholly through the U.S. Department of Housing and Urban Development's Community Development Block Grant Disaster Recovery Program (Rev 6/15)

EXHIBIT B

SCOPE OF SERVICES
(WORK PROGRAM(S))

(Attached)

**CITY OF CHICAGO
WORK PROGRAM**

Department Name: Department of Planning and Development Program Name: Residential Flooding Assistance Program

**Part I: Sub-recipient
Information**

Sub-recipient Name: Center for Neighborhood Technology

Sub-recipient Address: 2125 W. North Ave

Sub-recipient City, State, Zip: Chicago, IL 60647

Executive Director Name, Phone and Email Address: Kathryn Tholin

773-269-4030

kathy@cnt.org

Program Contact Name, Phone and Email Address: Harriet Festing

773-269-4042

hfesting@cnt.org

Name of facility(s) and address where services are provided:

Facility Name	Address	Days of Operation	Hours of Operation

In what Ward(s), Community Area(s), and Census Tract(s) are the facility(s) providing the services located?

Ward(s):

Community Area(s):

Census Tract(s):

Indicate Program Service Area:

This program will provide services **citywide** to all eligible individuals.

This program will primarily serve the following Ward(s), Community Area(s), and Census Tract(s).

Ward(s):

Community Area(s):

Census Tract(s):

What are the approximate boundaries of the area from which your clients are drawn? Specify by street name.

North:

South:

East:

West:

Funding Commitment

Total Budget for this Program (including other share): \$4,023,400

Funding Allocation:

Contract Term: From 6/15/2015

To 12/31/2016

Part II: Description of Program

Provide a brief, narrative summary of this program including the scope, problems addressed, and anticipated outcomes. ***Please do not add additional pages.***

CNT and its partners will provide RainReady Home services, focused on 'Future Prevention' element of the City's RFP to cover all single family properties with FEMA-verified loss as a result of the April 2013 flooding. We have estimated this to be 250 single-family homes. The RainReady Home service helps homeowners affected by flooding reduce future risks. The streamlined construction service provides homeowners with a site assessment of the flood risk on their property. The result is a set of recommendations that may help reduce risk for future flooding due to heavy rainfall and assistance in making sure improvements are priced fairly and properly installed. RainReady Home includes resident education and informational support, preliminary assessments, construction, and post-installation monitoring using sensor-enabled technologies. Improvements can include downspout disconnection, regrading, foundation crack sealing, permeable pavers, rain gardens, rain barrels (cisterns), backflow valve/ejector pump systems (mostly exterior), and foundation wall waterproofing tied to drain tile & pump. Landscape improvements are prioritized because of the cost and sustainability benefits provided. CNT brings extensive knowledge of community-based flood resiliency through their RainReady initiative, which helps communities upgrade properties and public rights-of-way to mitigate flooding.

Drawing on lessons learned from analogous models in the energy and transportation sectors, our RainReady solutions are designed to:

- Offer flood prevention and mitigation services to communities and individuals most in need
- Attract a range of investment partners, including insurance companies, banks, and the real estate sector
- Stimulate consumer demand for improved, flood-resistant buildings
- Create useful, productive jobs for the low- and semi-skilled
- Enhance the resiliency of towns and cities in the face of climate change.

CDBG National Objective Eligibility
(for CDBG only)

A. Program Name: Residential Flooding Assistance

B. National Objective:

The qualifying National Objective for CDBG activities is: **Benefiting Low and Moderate Income Persons (L/M)**. Please check the box next to the appropriate National Objective category listed below that applies to your program.

Area Benefit Activities (LMA)

An area benefit activity is an activity which meets the identified needs of L/M income persons residing in an area where at least 51% of the residents are L/M income persons. The benefits of this type of activity are available to all persons in the area regardless of income. If you check this national objective, you must list the eligible census tracts and community areas where services will be delivered. The percentage of low/moderate income persons in the service areas must be at least 51%.

Community Area(s):

Census Tract(s):

Limited Clientele Activities (LMC)

Limited clientele category benefits a specific group of people (rather than all the residents in a particular area), at least 51% of whom are L/M persons. Service is limited to the following groups presumed by HUD to be low/moderate income (check only one):

Persons with Severe Disabilities

Illiterate Persons

Battered and Abused Spouses

Elderly, Frail or Senior Citizens

Battered Youth

Persons Living with AIDS

Homeless Persons

These activities are direct benefit activities; therefore **you must report** the following direct beneficiary data:

Persons by race/ethnicity

Persons by income

Race/ethnicity by head of household

Household income

Number of female-headed households

Housing Activities (LMH)

A housing activity is an activity which adds or improves permanent residential structures which will be occupied by L/M income households upon completion. The housing can be either owner

or renter occupied units in either single-family or multi-family structures. Rental units occupied by L/M income persons must be occupied at affordable rents.

These activities are direct benefit activities; therefore you must report the following direct benefit data:

Race by head of household
Household income

Departments/Delegates must provide counts for one or more of the indicators listed below as an outcome of service provided:

For Owner Occupied Units, the number of:

- Units Occupied by Elderly
- Units Moved from Substandard to Standard (HQS or Local Code)
- Section 504 Accessible Units
- Units Qualified as Energy Star
- Brought into Compliance with Lead Safety Rules (24 CFR Part 35)

For Rental Occupied units, the number of:

- Affordable Units
- Section 504 Accessible Units
- Brought from Substandard to Standard Condition (HQS or Local Code)
- Units Qualified as Energy Star
- Brought into Compliance with Lead Safety Rules (24 CFR Part 35)
- Units Created Through Conversion of Non-Residential to Residential Buildings

Of Total Affordable Units, the number of:

- Units Occupied by Elderly
- Years of Affordability Guaranteed
- Units Subsidized with Project-Based Rental Assistance by another Federal, State or Local Program
- Units Designated for Persons with HIV/AIDS Including Units Receiving Assistance for Operations
- Of Units Designated for Persons with HIV/AIDS, Number Specifically for Chronically Homeless
- Permanent Housing Units Designated for Homeless Persons and Families, Including Units Receiving Assistance for Operations, of Permanent Housing Units Designated for Homeless, Number for the Chronically Homeless

Additionally, the following performance indicator data is required for all activities. Departments/Delegates must provide counts for one or more of the indicators listed below as an outcome of service provided:

Number of persons

- With new or continuing access to a service or benefit
- With improved access to a service or benefit
- Receive a service or benefit that is no longer substandard

Survey of Monitoring and Evaluation Procedures**(To be completed by City Department)**

- A. Department** **PLANNING and DEVELOPMENT**
- B. Program Name** **CDBG – TACOM, SARFS, NHS, RFAP**
- C. Staff in charge of monitoring** **LEONARD OBILOR (MANAGER) AND FISCAL STAFF**

The purpose of this form is to ensure that monitoring and evaluation procedures are followed by City departments and by individual sub-recipient agencies in monitoring sub-recipient projects. A copy should accompany each sub-recipient contract.

HUD cautions in its Fraud Information Bulletin that a City which funds sub-recipient's programs must always be aware of the possibility of fraud and abuse by the sub-recipients due to poor management or to deliberate violation of the law, of conflict of interest, or abuses in the contracting process of sub-recipients, or of false or inadequate documentation of program accomplishments.

- 1) Describe the methods that the department will employ to monitor and evaluate its sub-recipient's programs to ensure their progress and accomplishments, including the frequency of such monitoring.**

The Department conducts contracting sessions with each CDBG sub-recipient (Agency) prior to the execution of the grant agreement. The Agency submits the grant agreement checklist documents that include but not limited to the Agency's charter, evidence of 501C(3) status, evidence of insurance coverage and current tax forms. Technical assistance is provided year round. Output measures which document the accomplishments of the National Objective must be clearly identified. All will be closely monitored by program staff to ensure agencies are provided to the low-income community residents. Program monitoring site visits include the review of program client, service files and records, verification of monthly/quarterly program accomplishment data, personnel management and marketing efforts.

2) Describe how the department will monitor sub-recipient expenditures.

Fiscal Monitoring Staff are responsible for performing an initial review of invoices submitted for payment. Fiscal Monitoring Staff during their site visits will review all support documents which include canceled checks (original) and paid invoices to ensure that requests for reimbursements submitted to the City were proper and consistent with the level of service provided. Cash receipts and reimbursement journals along with the general ledger will also be reviewed. Collect and verify data for the Federal Funding Accountability and Transparency Act (FFATA) compliance.

3) Specify the particular records the sub-recipient must maintain and/or submit.

The sub-recipient must maintain at minimum the following:

- A. Separate set of accounting records – cash receipts, cash disbursement journals and/or a general journal that can then be reviewed against the general ledger for CDBG dollars.
- B. Documents which support all requests for payments.
- C. Tax file(s).
- D. Attendance sheets and agendas to support community meetings or workshops.
- E. Handouts distributed at community meetings and workshops.
- F. Client/telephone logs.
- G. Files containing all substantiation for monthly/quarterly report accomplishments.
- H. Client/project files.
- I. Verify electronic disclosure statement for transparency.
- J. Any other applicable compliance requirement necessary to verify program incentive and goals.

Disclosure Summary Sheet

Contract (PO) Number: 32651

Specification Number: 132652

Name of Contractor: CENTER FOR NEIGHBORHOOD TECH

City Department: DEPT OF PLANNING & DEVELOPMENT

Title of Contract: CDBG-DR RESIDENTIAL FLOOD ASSISTANCE PROGRAM (RFAP)
CITY WIDE ADDRESSES PREVENTION ONLY

Term of Contract: Start Date: 6/15/2015

End Date: 12/31/2016

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):

\$4,023,400.00

Brief Description of Work: CDBG-DR RESIDENTIAL FLOOD ASSISTANCE PROGRAM
(RFAP) CITY WIDE ADDRESSES PREVENTION ONLY

Procurement Services Contract Area: DELEGATE AGENCY

Vendor Number: 151374

Submission Date:

SENT

JUL 22 2015

CONTRACTOR INSURANCE

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability. The City of Chicago is to be named as an additional insured.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured.

4) Professional Liability

When any architects, engineers perform work or services related to the project, Professional Liability Insurance covering acts, errors, or omissions must be maintained or cause to be maintained, with limits of not less than \$500,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5) Contractors Pollution Liability –If Applicable

When any remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided or cause to be provided, covering bodily injury, property damage and other losses caused by pollution conditions that arise from the scope of work with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

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When any asbestos work is performed in connection with the work, Asbestos Abatement Liability Insurance must be provided or cause to be provided, with limits of not less than \$1,000,000 per occurrence insuring bodily injury, property damage and environmental cleanup. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. The City of Chicago is to be named as an additional insured.

7) Property/ Installation Floater

All Risk Property/installation insurance at replacement cost must be maintained insuring loss or damage to equipment, materials and or supplies that are part of the project. The City of Chicago shall be named as an additional insured and loss payee.

Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

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Exhibit D
Delegate Agency Grant Agreement
Residential Flooding Assistance Program (RFAP)

TERMS AND CONDITIONS

ARTICLE 1: FUNDING CHANGES, TERM CHANGES

1.1 DEOBLIGATION / REPROGRAMMING OF FUNDS

At any time upon written notice to you the City, in its sole discretion, including without limitation based on periodic reviews of the spending levels under this Agreement, may reduce the Maximum Compensation and/or Committed Compensation. Upon reduction of the Maximum Compensation and/or Committed Compensation, you will fully cooperate with the City's deobligation and/or reprogramming of funds. See Article 4, *Compensation*, and other provisions for further terms and conditions related to compensation under this Agreement.

1.2 EXTENSION OPTION

The City may, if in accordance with applicable law, at any time before this Agreement expires, extend it for up to 1 additional period, not to exceed 1 year, by written notice to you. You acknowledge that this Agreement does not create any expectation of renewal or extension.

1.3 EARLY TERMINATION

In addition to its termination rights under Section 4.3, *Reduction of Compensation*, and Article 7, *Events of Default & Remedies*, the City may terminate this Agreement, or any portion of it remaining to be performed, at any time, (a) upon written notice to you and, if required by applicable law or regulation, with your consent, and (b) upon written notice to you if HUD terminates or suspends the Grant. If the City terminates this Agreement, other than pursuant to Section 4.3 or Article 7, then you will agree with the City upon termination conditions including, in the case of a partial termination, the portion to be terminated. The effective date of termination will be the later of the effective date stated in the notice or, if no date is given, the date the notice is considered received as provided under Article 9, *Notices*, of this Agreement.

You may terminate this Agreement upon 30 calendar days prior written notice to the City setting forth the reasons for the termination, the effective date and, in the case of a partial termination, the portion to be terminated, provided, however, that if you give notice of a partial termination, the City may terminate this Agreement in its entirety in accordance with 24 CFR 84, 24 CFR 85 or 24 CFR 570, as applicable (the "**CDBG Regulations**").

Upon termination of this Agreement, you will deliver to the City all finished or unfinished documents, data, studies, and reports prepared by you under this Agreement. Payment for the work performed before the effective date of such termination will be based upon a proration of the work actually performed by you to the date of termination, as determined by the Commissioner. Payment made by the City, pursuant to such proration, will be in full settlement for all Services rendered by you.

You must include in your contracts with subcontractors an early termination provision in form and substance equivalent to this early termination provision. You will not be entitled to make any early termination claims against the City resulting from any subcontractor's claims against you or the City.

1.4 YOUR CONTRIBUTIONS

You will contribute to the payment of expenses incurred in performing the Services, the amounts, if any, described in Exhibit A. Your contribution will be cash or in-kind.

1.5 NON-APPROPRIATION

Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City, State and/or Federal authorities, if applicable. No payments will be made or due to you under this Agreement beyond those amounts appropriated and budgeted by the City to fund

payments under this Agreement. The City's obligations hereunder shall cease immediately, without penalty or further payment being required, if the City Council of the City, the Illinois General Assembly and/or federal funding source(s) fails to make an appropriation sufficient to fund this Agreement.

If no funds or insufficient funds are appropriated and budgeted in any fiscal period for payments to be made under this Agreement, the City will notify you in writing of such occurrence. The City, at its sole discretion, shall determine whether amounts appropriated are sufficient to continue its obligations under this Agreement. This Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Termination of this Agreement or reduction of compensation resulting from non-appropriation or insufficient appropriation shall be in accordance with Section 4.3, *Reduction of Compensation*. Any grant is void by operation of law if the City fails to obtain the requisite appropriation to pay the grant in any year in which this Agreement is in effect.

ARTICLE 2: YOUR DUTIES

2.1 SCOPE OF SERVICES (WORK PROGRAM)

You will carry out the Services pursuant to the Scope of Services (Work Program), attached as Exhibit B, and the Budget Summary, attached as Exhibit A, in accordance with the requirements of this Agreement. The Scope of Services (Work Program) is intended to be general in nature and is neither a complete description of your Services nor a limitation on the Services which you will provide. "**Services**" means, collectively, the services, duties and responsibilities described in this Article 2 and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

2.2 STANDARD OF PERFORMANCE

You will perform all Services with the degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable with the Services ("**Standard of Performance**"). You will use your best efforts on behalf of the City to assure timely and satisfactory completion of the Services. You acknowledge that in the performance of the Services, **TIME IS OF THE ESSENCE**.

You acknowledge that you are entrusted with or have access to valuable and confidential information and records of the City and with respect to that information, you agree to be held to the standard of care of a fiduciary. Any review, approval, acceptance of Services or payment for any Services by the City does not relieve you of your responsibility for the professional skill and care and technical accuracy of the Services. This provision in no way limits the City's legal or equitable rights against you.

If you fail to comply with the Standard of Performance, you must, at the City's option, perform again, at your own expense, all Services required to be re-performed as a direct or indirect result of that failure, unless the reason is failure to have and maintain required licensure. See subsection 8.1(A), *Warranties and Representations*, regarding failure to comply with licensure requirements.

2.3 YOUR PERSONNEL; BACKGROUND CHECKS

If assignment of personnel is required for the proper completion of the Services or is otherwise required by this Agreement, then you will assign immediately and maintain for the duration of the Services, a staff of competent personnel that is fully licensed, equipped, competent and qualified to perform the Services. You will retain and make available to the City, state and federal agencies governing funds provided under this Agreement, proof of certification or expertise including, but not limited to, licenses, resumes and job descriptions.

If you provide any Services to children you shall, at your own cost and expense, comply with all applicable Federal, State and local laws, ordinances, policies, procedures, regulations, rules, requirements and executive orders relating to background checks, fingerprinting and screening procedures as in effect from time to time (the "**Legal Requirements**"). In connection with the Services, you will not permit any adult, whether a member of your staff or otherwise, to be involved with the

Services or to have direct contact with children if any applicable Legal Requirements would prohibit such adult from having such involvement or contact.

2.4 MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISE PROCUREMENT PROGRAM

- A. If your Scope of Services (Work Program) is solely limited to social services (including, but not limited to, job training and placement, education, child day care, emergency shelter, home-delivery meals and health care), you need not comply with the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "**MBE/WBE Ordinance**"), Section 2-92-420 et seq of the Municipal Code of Chicago, as amended (the "**Municipal Code**") or with Section 2-92-586 (Contracts-Firms Owned or Operated by Individuals with Disabilities) of the Municipal Code.
- B. If, however, your Scope of Services (Work Program) includes construction, renovation, rehabilitation or facility enhancement, you must comply with the MBE/WBE Ordinance and with Section 2-92-586 of the Municipal Code, except to the extent waived by the Chief Procurement Officer.

2.5 NON-DISCRIMINATION

In performing the Services under this Agreement, you must comply with applicable laws prohibiting discrimination against individuals and groups.

A. Federal Requirements

In performing the Services under this Agreement and in your employment practices you must not engage in unlawful employment practices, such as:

- i. failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to his or her compensation, or the terms, conditions, or privileges of his or her employment, because of such individual's race, color, religion, sex, age, handicap/disability or national origin; or
- ii. limiting, segregating, or classifying your employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of that individual's race, color, religion, sex, age, handicap/disability or national origin.

You must comply with, and the procedures you utilize and the services you provide under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. § 2000 et seq., as amended and the Civil Rights Act of 1991, P.L. 102-166; Fair Housing Act, 42 U.S.C. § 3601-3619; Executive Order No. 11246, as amended by Executive Order No. 11375 and by Executive Order No. 12086; Executive Order 13160 (2000); the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6106; Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-83 and 1685-86); the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; 41 CFR part 60 et seq. (1990); Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PL 104-193); and all other applicable federal statutes, regulations and other laws.

B. State Requirements

In performing the Services under this Agreement, you must comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. and any rules and regulations promulgated thereunder, including, but not limited to, the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A, and all other applicable state statutes, regulations and other laws.

C. City Requirements

In performing the Services under this Agreement, you must comply with the Chicago Human Rights Ordinance, Municipal Code § 2-160-010, and all other applicable City ordinances and rules. Further, you must furnish, and cause every subcontractor to furnish, such reports and information as may be requested from time to time by the Chicago Commission on Human Relations.

D. Subcontractors Required to Comply

You will incorporate all of the provisions set forth in this Section in all subcontracts entered into with all suppliers of materials, furnishers of services, subcontractors of any tier, and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any materials, labor or services in connection with this Agreement.

You must cause your subcontractors to execute such certificates as may be necessary in furtherance of these provisions. Such certifications will be attached and incorporated by reference in the applicable subcontracts. If any subcontractor is a partnership or joint venture, you will also include provisions in your subcontract insuring that the entities comprising such partnership or joint venture will be jointly and severally liable for the partnership's or joint venture's obligations under the subcontract.

2.6 INSURANCE

You must provide and maintain or cause to be provided during the Term the insurance coverages and requirements specified in Exhibit F, insuring all operations related to this Agreement. You must submit Certificates of Insurance of the required coverages **prior** to this Agreement being fully executed to the email address and/or website location specified by the City.

2.7 INDEMNIFICATION

- A. You must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:
- i. injury, death or damage of or to any person or property;
 - ii. any infringement or violation of any property right (including any patent, trademark or copyright);
 - iii. failure to pay or perform or cause to be paid or performed your covenants and obligations as and when required under this Agreement or otherwise to pay or perform your obligations to any subcontractor;
 - iv. the City's exercise of its rights and remedies under this Agreement; and
 - v. injuries to or death of any of your employees or those of any subcontractor under any workers compensation statute.
- B. "**Losses**" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the acts or omissions of you, your employees, agents and subcontractors.
- C. At the City Corporation Counsel's option, you must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving you of any of your obligations under this Agreement. Any settlement must be made only with the prior written

consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

- D. To the extent permissible by law, you waive any limits to the amount of your obligations to indemnify, defend or contribute to any sums due under any Losses, including any claim by any of your employees that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq. or any other law or judicial decision (such as, Kotecki v. Cyclops Welding Corporation, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute. Your waiver under this provision, however, is not intended and does not require you to indemnify the City for the City's own negligence in violation of the Construction Contract Indemnification for Negligence Act ("**Anti-Indemnity Act**"), 740 ILCS 35/0.01 et seq., if the Anti-Indemnity Act applies.
- E. The indemnities contained in this section survive expiration or termination of this Agreement for matters occurring or arising during the Term or as the result of or during your performance of Services beyond the Term. You acknowledge that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by your duties under this Agreement, including the insurance requirements under Section 2.6, *Insurance*. If a court or other governmental authority having competent jurisdiction determines any portion or provision of this Section to be inoperative or unenforceable under the Anti-Indemnity Act, the inoperative or unenforceable portion or provision will be deemed severed and deleted, and the remaining provisions will remain enforceable to the maximum extent permitted by applicable law.

2.8 NON-EXPENDABLE PERSONAL PROPERTY

You will comply with all Federal, State and local laws and ordinances regarding property ownership, use and management.

You will request and receive written authorization from the City and HUD prior to the purchase of tangible personal property having a useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit with funds received pursuant to this Agreement ("**Non-expendable Personal Property**"). All Non-expendable Personal Property will be the property of the City to the extent that such property is not the property of the federal government or the State of Illinois.

You will maintain a current inventory listing of such Non-expendable Personal Property and will deliver a copy of such listing to the City on an annual basis. You will comply with the CDBG Regulations in your management of Non-expendable Personal Property.

You will return all Non-expendable Personal Property to the City, upon the termination of the Services, completion of this Agreement or at any time requested by the Department. However, upon the receipt of the final inventory of all Non-expendable Personal Property, the City may allow such property to remain in your possession if the City, in its sole discretion, determines that the Non-expendable Personal Property is necessary for the performance of any new or other services by you for the City.

When this Agreement expires or is terminated, you will return to the City the balance of any funds received under this Agreement and any accounts receivable attributable to those funds. In addition, if you acquired or improved real property with funds received under this Agreement, then you will comply with the CDBG Regulations.

2.9 SUBCONTRACTS

All subcontracts and all approvals of subcontractors, regardless of their form, will be deemed to be conditioned upon performance by the subcontractor in accordance with the terms and conditions of this Agreement. The approval of subcontractors will under no circumstances operate to relieve you of any of your obligations or liabilities under this Agreement.

Upon entering into any subcontract, you will furnish the City with one copy of the subcontract for distribution to the Department. All subcontracts will contain provisions that require the Services to be performed in strict accordance with the terms and conditions of this Agreement and that the subcontractor is subject to all of the terms and conditions of this Agreement, including the rights of the City to approve

or disapprove of the use of any subcontractor. As long as such subcontracts do not prejudice any of the City's rights under this Agreement and do not affect the quality of the Services to be rendered in any way, subcontracts may contain different provisions than are provided in this Agreement.

2.10 PROGRAM INCOME

You will return to the City all gross income received by you that is directly generated by the use of funds received from the City ("**Program Income**"), in any form or manner the City requires. Program Income is defined in the applicable provisions of the CDBG Regulations. The City may require you to return all or part of any Program Income balances you hold at the end of the program year, subject to the exceptions described in the CDBG Regulations.

2.11 RELIGIOUS ACTIVITIES

- A. You warrant that you will not engage in any inherently religious activities, such as worship, religious instruction, or proselytization, as part of or while carrying out the funded programs or services.
- B. You warrant that if you do engage in inherently religious activities, such as worship, religious instruction, or proselytization,
 - i. such activities will always be conducted separately, in time or location, from the funded programs or services; and
 - ii. any participation in such activities on the part of beneficiaries of the funded programs or services must be wholly voluntary.
- C. You warrant that you will not discriminate against a beneficiary or prospective beneficiary of the funded programs or services on the basis of religion, religious belief, or participation or nonparticipation in any inherently religious activities.
- D. If the Agreement involves any grant of funds for the acquisition, construction, or rehabilitation of structures, you warrant:
 - i. The room or space that the Grant funds will be used to acquire, construct or rehabilitate is not your primary place of worship; and
 - ii. Grant funds will be used only for those portions of the acquisition, construction, or rehabilitation of the structures that are attributable to eligible activities; and
 - iii. If in the future the structure is used for inherently religious activities or otherwise ceases being used for eligible activities, you will adhere to the rules on real property use and disposition and government reimbursement found in the CDBG Regulations.
- E. With respect to a child receiving Services, for purposes of this section, "beneficiary" shall include such child and, in addition, his or her parents, guardians, other responsible adults and family members.

2.12 DRUG-FREE WORKPLACE

You certify that neither you nor your employees shall engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this Agreement. You must administer a policy designed to ensure that the program facility is free from the illegal use, possession, or distribution of drugs or alcohol by your beneficiaries. You must further maintain a drug free workplace in accordance with the requirements of the Drug Free Workplace Act of 1988 (Pub. L. 100-690 and 24 CFR 21), and the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and must implement specific policies and guidelines as may be adopted by the City. In addition, you must execute certifications pursuant to the Drug Free Workplace Act of 1988, as may be requested by the Department.

You will establish procedures and policies to promote a drug free workplace. Further, you will notify all employees of your policy for maintaining a drug free workplace, and the penalties that may be imposed for drug abuse violations occurring in the workplace. You will notify the City if any of your employees are convicted of a criminal drug offense in the workplace no later than 10 calendar days after such conviction.

2.13 ACKNOWLEDGMENT OF FUNDING SOURCES

- A. You will not make any public announcement with respect to the Services without the prior written approval of the City and advance notice to HUD. You will conspicuously acknowledge the co-sponsorship of the City and HUD on all promotional materials including, but not limited to, brochures, flyers, written or electronic public notices, news releases, public service announcements, acknowledgments at any special events intended to promote the Services, or solicitation of the private sector. You will not attribute any statement to the City without the City's prior written approval.

All reports, maps and other documents completed as part of this Agreement, other than documents exclusively for internal use within the City, will contain the following information in a conspicuous place on the front of the report, map or document:

- i. the name of the City of Chicago;
 - ii. the month and year of preparation; and
 - iii. the name of the project.
- B. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, you will clearly state:
- i. the percentage of the total costs of the program or project which will be financed with federal money;
 - ii. the dollar amount of federal funds for the project or program; and
 - iii. the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

Such statement must not represent or suggest in any way that the views expressed are those of the federal government.

ARTICLE 3: REPORTING, MONITORING & DOCUMENTATION

3.1 REPORTING REQUIREMENTS

The City will set forth the specific reporting requirements, if any, in the Scope of Services (Work Program) attached as Exhibit B.

HUD requires implementation of its Community Planning and Development (CPD) Outcome Measurement Framework for all open activities funded in whole or in part by HUD. The City will inform you, through the Scope of Services (Work Program) and/or through other communication, of the objectives, outcomes and performance indicators for the Services (collectively, the "**Performance Indicators**"). You certify that you will collect the data necessary and in sufficient detail for the City to (a) monitor your performance against the Performance Indicators and (b) enter your performance data into HUD's Integrated Disbursement and Information System (IDIS). Substandard performance as determined by the City will constitute an event of default under this Agreement.

You agree, at all times during which you have active federal awards, to (a) maintain a current registration with the System for Award Management ("**SAM**") database or complete such other registration requirements as determined by the Director of the U.S. Office of Management and Budget, (b) obtain a Dun and Bradstreet Data Universal Numbering System ("**DUNS**") number or update your existing DUNS record, one of the requirements for registration in the SAM database, and (c) provide to the City all information required for reporting under the Federal Funding Accountability and Transparency Act (P.L. 109-282, as amended by Section 6202(a) of P.L. 110-252), including without limitation entity information, DUNS number, parent DUNS number, if applicable, and executive compensation data.

3.2 RECORDS; FOIA AND LOCAL RECORDS ACT COMPLIANCE

Form RFAP 2015: to be used only for Delegate Agency Grant Agreements funded wholly through the U.S. Department of Housing and Urban Development's Community Development Block Grant Disaster Recovery Program (Rev 6/15)

You will maintain and make available to the City information such as, but not limited to, dates of and reports or memoranda describing your activities that is necessary to assist the City in its compliance with all applicable laws. You will maintain all documents pertaining to this Agreement including, but not limited to, all financial, statistical, property and participant information documentation.

You will retain books, documentation, papers, records and accounts in connection with this Agreement in a safe place for at least **5 years** after the City and, if applicable, the federal government determines that you have met all closeout requirements for this Agreement (and, if later, (a) until any related litigation, claim or audit started during such 5-year period is finally resolved and (b) 4 years after disposing of any real property and equipment bought with Grant funds), and will keep them open to audit, inspection, copying, abstracting and transcription, and will make these records available to the City, HUD, or the United States Comptroller General at reasonable times during the performance of your Services and for the time period specified in this paragraph. You will comply with the record retention requirements contained in the CDBG Regulations.

If you conduct any business operations separate from the Services using any personnel, equipment, supplies or facilities also used in connection with this Agreement, then you will maintain and make available to the City, HUD and the United States Comptroller General detailed records supporting your allocation of the costs and expenses attributable to any such shared usages.

You will maintain books, records, and documents, and will adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted federal accounting principles and practices, as set forth in 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awardees* (the "**OMB Super Circular**").

Your failure to maintain any books, records and supporting documents required by this Section will establish a presumption in favor of the City for the recovery of any funds paid under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

No provision in this Agreement granting the City a right of access to records and documents impairs, limits or affects any right of access to such records and documents that the City would have had in the absence of such provisions.

You must maintain and provide to the City the following information and documents within the time periods indicated: (A) prior to this Agreement being fully executed, a copy of the executed lease for any real property you use in connection with the Services, an affidavit stating whether the landlord is a Related Party (as defined below), and with respect to any insurance, utility or other costs not based on your actual use, documentation satisfactory to the City in its sole discretion supporting the allocation of these costs to you; (B) within six months after the end of your fiscal year, annual financial statements that include a statement of your financial position and statement of activities, and a trial balance; provided, that delivery to the City of an audit conducted in accordance with the OMB Super Circular, and that satisfies all requirements described in Section 3.3, *Audit Requirement*, would satisfy the requirements of this clause (B); (C) within 30 days after the transaction occurs, a report of any transaction between you and any Related Party. For purposes of this Section 3.2, "**Related Party**" means any of your board members, officers or employees, and any relative of any of your board members, officers or employees.

You acknowledge that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et. seq., as amended ("**FOIA**"). FOIA requires the City to produce records (as defined in FOIA) in response to a FOIA request in a short period of time, unless the records requested are exempt under FOIA. If the City asks you to produce records within the scope of FOIA, then you covenant to comply with such request within 48 hours of the date of such request. Your failure to timely comply with such request will be a breach of this Agreement. Documents that you submit to the City under this Section or otherwise during the term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents that you submit to be treated as a trade secret or information that would cause competitive harm, FOIA requires that you mark any such documents as "proprietary, privileged or confidential." If you mark a document as "proprietary,

privileged and confidential", then the City will evaluate whether such document may be withheld under FOIA. The City, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

You acknowledge that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq, as amended (the "**Local Records Act**"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, you covenant to use your best efforts consistently applied to assist the City in its compliance with the Local Records Act concerning records arising under or in connection with this Agreement and the Services contemplated in the Agreement.

3.3 AUDIT REQUIREMENT

If you are a not-for-profit corporation and are expending federal funds under this and other agreements totaling \$750,000 or more during your fiscal year, you must submit an audit conducted in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-07), OMB Super Circular, the compliance requirements set forth in OMB Compliance Supplement, and any additional testing and reporting required by the City. If a single audit is required, that audit must cover the time period specified by the OMB Super Circular and its implementing regulations. Organization-wide audited financial statements must, at a minimum, cover the Term.

If you are a for-profit corporation and are expending federal funds under this and other agreements totaling \$750,000 or more during your fiscal year, then you must submit a program-specific audit of the program(s) funded by the City under this Agreement. This audit must be performed in accordance with program-specific audit requirements contained in Section 200.507 of the OMB Super Circular, *program-specific audits*, and with generally accepted government auditing standards (Government Auditing Standards). The audit must cover the time period specified by the OMB Super Circular for program-specific audits. In addition to the audit opinion, reports, and schedules required by the OMB Super Circular, the program-specific audit shall include the following financial statements:

- Statement of Financial Position (Balance Sheet) (if applicable)
- Statement of Activities (Revenue and Expenses)

If your organization has expended federal funds under this and other agreements totaling less than \$750,000 during your fiscal year, you must submit to City of Chicago Internal Audit at the address below a notarized "Delegate Agency Certification of Federal Expenditures" form certifying that your organization is exempt from Federal audit requirements for that year pursuant to the OMB Super Circular, Section 200.501(d), *Exemption when Federal awards expended are less than \$750,000*. Copies of this Certification form may be obtained from City of Chicago Internal Audit at the address below.

You acknowledge that the City may perform, or cause to be performed, various monitoring procedures relating to your award(s) of federal funds, including, but not limited to, any audits or reviews related to compliance with the grant requirements.

You must submit the audit reports, whether single audit or program-specific audit, within 6 months after your fiscal year-end. You must submit the audit, within this time frame, to the Department and to:

City of Chicago Internal Audit
Attention: OMB Reviews
333 South State Street, Suite 320
Chicago, IL 60604

If an OMB audit is required, you will also submit a copy of the audit via electronic submission, within the same time frame indicated in Sec. 200.512(a), *Report submission*, or Sec. 200.507(c), *Report submission for program-specific audits*, as applicable, of the OMB Super Circular, to the Federal Audit Clearinghouse using the Internet Data Entry System. Further, you must submit, with the audit, a report which comments on the findings and recommendations in the audit, including corrective action planned or taken. If no

action is planned or taken, an explanation must be included. Copies of written communications on non-material compliance findings must be submitted to the Department and City of Chicago Internal Audit.

For fiscal years ending September 30, 2009 and later, all Single Audit reports filed with the Federal Audit Clearinghouse (FAC) will be made publicly available on the internet.

The City retains its right to independently audit you.

If you are found in non-compliance with these audit requirements, by either the City or any federal agency, you may be required to refund financial assistance received from the City or the applicable federal agency(ies).

Each of the City, HUD, Government Accountability Office (GAO) and/or the United States Comptroller General may in its sole discretion audit your records or those of your subcontractors, or both, at any time during the Term or within 5 years after the Agreement ends, in connection with the goods, work, or Services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of such an audit, it is determined that you or any of your subcontractors have overcharged the City in the audited period, the City will notify you. You must then promptly reimburse the City for any amounts the City has paid you due to the overcharges and also some or all of the cost of the audit, as follows:

- A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the contract prices, of the goods, work, or Services provided in the audited period, then you must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;
- B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the contract prices, of the goods, work, or Services provided in the audited period, then you must reimburse the City for the full cost of the audit and of each subsequent audit.

If the City is unable to make a determination regarding overcharges to City as a result of your not having maintained records as required under this Agreement, you must promptly reimburse the City for some or all of the cost of the audit, as determined in the sole discretion of the City. Your failure to reimburse the City in accordance with this Section 3.3 is an event of default under this Agreement, and you will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.4 CONFIDENTIALITY

- A. All reports, deliverables and documents prepared, assembled or encountered by or provided to you under this Agreement are property of the City and are confidential, and you warrant and represent that, except as may be required by law, the reports, deliverables and documents will not be made available to any other individual or organization without the prior written consent of the Commissioner. You will implement measures to ensure that your staff and your subcontractors will be bound by this Section.
- B. You must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding your Services or the project to which the Services pertain without the prior written consent of the Commissioner.

If you are presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in your possession by reason of this Agreement, you must immediately give notice to the Commissioner and the City's Corporation Counsel with the understanding that the City will have the opportunity to contest such process by any means available to it, before such records or documents are submitted to a court or other third party. You will not be obligated to withhold such delivery beyond that time as may be ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

- C. To the extent not defined herein, the capitalized terms below and in Exhibit G will have the same meaning as set forth in the Health Insurance Portability and Accountability Act, the Health

Information Technology for Economic and Clinical Health Act, and their implementing regulations ("HIPAA"). See 45 CFR parts 160, 162 and 164. You and all your Subcontractors must comply with HIPAA and all rules and regulations applicable to you or them. You must also comply with the Illinois AIDS Confidentiality Act (410 ILCS 305/1 through 16), the Illinois Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110/1 through 17) and all other Illinois state statutes concerning the confidentiality, preservation, Use, and Disclosure of Protected Health Information and the rules and regulations promulgated under those state statutes. If you fail to comply with the applicable provisions under HIPAA and the Illinois state statutes, rules and regulations concerning the confidentiality, preservation, Use, and Disclosure of Protected Health Information, such failure will constitute an event of default under the Business Associate Agreement contained in Exhibit G for which no opportunity for cure will be provided. Additionally, if you are a Business Associate you must comply with all requirements of HIPAA applicable to Business Associates including the provisions contained in Exhibit G. You shall maintain for a minimum of six (6) years all Protected Health Information.

3.5 MONITORING

You will allow the City:

- A. to have access at all times to all facilities supported under this Agreement whenever requested by appropriate staff members of the City;
- B. to have access at all times to all staff supported under this Agreement whenever requested;
- C. to make physical inspections of the premises you use in the performance of the Services and to require such physical safeguards to safeguard the property and/or equipment authorized including, but not limited to, requiring locks, alarms, safes, fire extinguishers and sprinkler systems; and
- D. to be present at any and all meetings held by you, including, but not limited to, staff meetings, board of directors meetings, advisory committee meetings and advisory board meetings, if an item relating to this Agreement is to be discussed.

You must make staff available on a regular basis at meetings convened by the Department, for the purpose of, but not limited to, making presentations, answering questions, and addressing issues related to the Services. Your chief executive officer, or his or her designee, will participate in all delegate agency conferences.

You must respond within 2 weeks to questionnaires, if any, regarding demographics, staff, quality, etc., from the City.

Nothing in this Agreement will be construed as restricting or otherwise limiting the rights of the City toward the appropriate management of this program.

3.6 INTELLECTUAL PROPERTY

A. Patents and Copyrights

The City reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for City purposes, including, but not limited to, commercial exploitation:

- i. the copyright or patent in any work developed under this Agreement; and
- ii. any rights of copyright or patent to which you purchase ownership with the funds awarded pursuant to this Agreement.

If the federal government determines that a patent or copyright which is developed or purchased by you serves a federal government purpose, a royalty-free, non-exclusive and irrevocable license will vest in the federal government.

Any discovery or invention arising out of, or developed in conjunction with the Services will be promptly and fully reported to the federal government for a determination as to whether patent protection on such invention or discovery should be sought. The rights to such patent will be

administered as set forth above and in 37 CFR Part 401, "Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and implementing regulations.

B. Ownership of Documents

All required submittals, including but not limited to work products, materials, documents, and reports, if any, described in Exhibit B, will be the property of the City. During the performance of the Services, you will be responsible for any loss or damage to the documents while they are in your possession and any such document lost or damaged will be restored at your expense. If not restorable, you will be responsible for any loss suffered by the City on account of such destruction. Full access to all finished or unfinished documents, data, studies and reports to be prepared by you hereunder during the performance of Services will be available to the City during normal business hours upon reasonable notice.

C. Hold Harmless

Unless prohibited by state law, upon request by the Federal government, you will indemnify, save, and hold harmless the City and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by you of proprietary rights, patents, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any material or data produced under the Agreement.

3.7 TECHNICAL ASSISTANCE

You must attend technical assistance session(s) sponsored by the City during the term of this Agreement.

ARTICLE 4: COMPENSATION

4.1 BASIS OF PAYMENT

You will be compensated for Services performed and costs incurred and paid directly by you pursuant to the Budget Summary, which is attached to this Agreement as Exhibit A and incorporated by reference as if fully set forth herein. Requests for budget revisions which do not affect the Maximum Compensation or Committed Compensation must be submitted for review and approval to the Department no later than two calendar months before the end of the Term of the Agreement. For example, if the Term of the Agreement expires December 31, then requests for budget revisions, if any, must be submitted no later than the preceding October 31. If the Department approves and signs the request for budget revision, the Department will forward the request to the City Comptroller for final review, approval and processing.

4.2 METHOD OF PAYMENT

Using the City's web-based E-Vouchering system or as otherwise instructed by the City, you will submit **MONTHLY** requisitions for reimbursement (each, a "**Requisition**") identifying the payment due for the Services performed and/or costs incurred and paid directly by you in such detail and supported by such documents as required by the City.

You must submit Requisitions within 15 calendar days after the end of the month in which you performed Services and/or incurred and paid costs. The City will reject any Requisition that includes costs that were incurred or paid by any party other than you.

The following paragraph applies to any Requisition submitted before the expiration date or earlier termination of this Agreement: The City will use reasonable efforts to respond to your Requisition within 30 calendar days after submission by either (a) processing the payment or (b) notifying you (a "**Deficiency Notice**") of the way in which the Requisition is deficient and the adjustments you must make in order to receive payment. Within 15 calendar days after receiving a Deficiency Notice, and after completing such adjustment, you may resubmit a revised Requisition and the City thereafter will use reasonable efforts to respond to your revised Requisition within 30 calendar days by either (a) processing the payment or (b) sending you a Deficiency Notice.

The following paragraph applies to any Requisition submitted after the expiration date or earlier termination of this Agreement: The City will use reasonable efforts to respond to your Requisition within

30 calendar days after submission by either (a) processing the payment or (b) sending you a Deficiency Notice. Within 15 days after receiving a Deficiency Notice, and after completing such adjustment, you may resubmit a final revised Requisition.

You waive all rights to payment with respect to any Requisition submitted later than 15 calendar days after the expiration date or earlier termination of this Agreement. The City will not reimburse costs that you incur or pay, or Services you perform, after the expiration date or earlier termination of this Agreement. Further, the City reserves the right to salvage any funds not expended by you by the end of the term of this Agreement.

4.3 REDUCTION OF COMPENSATION

If, after this Agreement is signed, anticipated local, federal and/or state funding is reduced for any reason, or the City determines in its sole discretion that your performance is not satisfactory, then the City reserves the right upon written notice to you to reduce or modify the Maximum Compensation, the Committed Compensation, the time for performance and/or the number of unfilled participant slots. If local, federal and/or state appropriations are reduced to such an extent that, in the sole discretion of the City, no funds will be available to compensate you under this Agreement, then the City will provide you notice of such occurrence. The notice will constitute notice of early termination in accordance with this Agreement.

If the Maximum Compensation and/or Committed Compensation is reduced, you will have 30 calendar days from the date of the written notice to submit a revised work program, budget or any other necessary document ("**Revised Submittals**") to the City reflecting the reduction in Maximum Compensation and/or Committed Compensation, as applicable, and accordingly modifying the Services to be performed. The City will have the discretion to modify the Revised Submittals as it may deem appropriate in order to realize the goals of this Agreement. The Revised Submittals will be reviewed by the Department. After (a) final approval and signature by the Department of the Revised Submittals and (b) final review and approval by the City Comptroller of the revised budget included in the Revised Submittals, the Revised Submittals will become a part of this Agreement superseding the relevant previous documents. If you fail to comply with the written notice or submit Revised Submittals which are not accepted by the City, you must perform this Agreement as originally executed for the reduced Maximum Compensation or, if less, the reduced Committed Compensation.

4.4 ALLOWABLE COSTS

All costs allowed by the City Comptroller's Office, are not considered final and may be disallowed upon the completion of audits ordered or performed by the City or the appropriate federal or state agency. In the event of a disallowance, you will refund the amount disallowed to the City.

ARTICLE 5: NON-SOLICITATION

You warrant and represent that you have not employed any person solely for the purpose of soliciting or procuring this Agreement, and have not made, and will not make, any payment or any agreement for the payment of any commission, percentages brokerage, contingent fee or other compensation in connection with the procurement of this Agreement.

ARTICLE 6: DISPUTES

Except as otherwise provided in this Agreement, you must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to you by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

ARTICLE 7: EVENTS OF DEFAULT & REMEDIES

7.1 EVENTS OF DEFAULT DEFINED

In addition to any others mentioned elsewhere in this Agreement, the following constitute events of default:

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by you to the City.
- B. Any material failure by you to perform any of your obligations under this Agreement including, but not limited to, the following:
 - i. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - ii. Failure to have and maintain all professional licenses required by law to perform the Services;
 - iii. Failure to timely perform the Services;
 - iv. Failure to perform the Services in a manner satisfactory to the City, or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - v. Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - vi. Discontinuance of the Services for reasons or circumstances within your reasonable control;
 - vii. Failure to comply with any other material term or condition of this Agreement including, but not limited to, the provisions concerning insurance, compensation, reporting, monitoring, licensing and nondiscrimination;
 - viii. Failure promptly to update EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate, including changes in ownership, and to provide the updated EDS(s) to the City as provided under Section 8.13, *Economic Disclosure Statement and Affidavit*; and
 - ix. Any other acts specifically stated in this Agreement as constituting an act or event of default.
- C. Your default under any other agreement you may presently have or may enter into with the City during the Term. You consent that in the event of a default under this Agreement, the City may also declare a default under any other agreements the City has with you.
- D. Your failure to comply with Section 8.5, *Compliance with all Laws*, in the performance of the Agreement.
- E. Your violations of City ordinance(s) unrelated to performance under the Agreement that in the opinion of the Commissioner indicate a willful or reckless disregard for City ordinances and regulations.
- F. Any action or failure to act by you that causes the City to be in violation of any agreements it has with Federal or State departments or agencies.
- G. Any change in ownership or control of you without the prior written approval of the Commissioner (when such prior approval is permissible by law), which approval the Commissioner will not unreasonably withhold.
- H. Your failure, or the failure by any party that is a Controlling Person (defined in Section 1-23-010 of the Municipal Code) with respect to you, to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code; such failure shall render this Agreement voidable or subject to termination, at the option of the Chief Procurement Officer. You agree that your failure to maintain eligibility (or failure by any Controlling Person with respect to you to

maintain eligibility) to do business with the City in violation of Section 1-23-030 of the Municipal Code shall constitute an event of default.

7.2 REMEDIES

The occurrence of any event of default permits the City, at the City's sole option, to declare you in default. The City may in its sole discretion give you an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days unless extended by the City. Whether to declare you in default is within the sole discretion of the City and neither that decision nor the factual basis for it is subject to review or challenge, except to the extent that a statute or regulation applicable to the action involved entitles you to a hearing, appeal or other administrative proceeding.

The Commissioner will give you written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Commissioner gives a Default Notice, the Commissioner will also indicate any present intent the City may have to terminate this Agreement, and the decision to terminate is final and effective upon giving the notice. If the City decides not to terminate, this decision will not preclude the City from later deciding to terminate the Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The Commissioner may give a Default Notice if, within the cure period given in a Cure Notice, in the sole opinion of the City, you fail to effect a cure or fail to commence and continue diligent efforts to cure the event of default. When a Default Notice with intent to terminate is given as provided in this Section 7.2, you must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in process, to the City.

Following or at the same time as the Default Notice, the City may invoke any or all of the following remedies:

- A. The right to take over and complete the Services or any part of them as agent for and at your cost, either directly or through others. You will have, in that event, the right to offset from the cost the amount it would have cost the City under the terms and conditions of this Agreement, had you completed the Services;
- B. The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City;
- C. The right of specific performance, an injunction or any other appropriate equitable or legal remedy against you;
- D. The right to money damages;
- E. The right to withhold all or any part of your compensation;
- F. The right to deem you non-responsible in future contracts to be awarded by the City; and
- G. The right to declare default on any other contract or agreement you may have with the City.

If the City considers it to be in the City's best interests, it may elect not to declare default or to terminate the Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits you to continue to provide the Services despite one or more events of default, you will in no way be relieved of any of your responsibilities, duties or obligations under this Agreement nor will the City waive or relinquish any of its rights.

The remedies under the terms and conditions of the Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default will impair any such right or power nor will it be construed as a waiver of any event of default or acquiescence in it, and every such right and power may be exercised from time to time and as often as the City deems expedient.

7.3 RIGHT TO OFFSET

To the extent permitted by applicable law:

- A. In connection with performance under this Agreement, the City may offset any incremental costs and other damages the City incurs in any or all of the following circumstances:
- (i) if the City terminates this Agreement for default or any other reason resulting from your performance or non-performance;
 - (ii) if the City exercises any of its remedies under Section 7.2, *Remedies*, of this Agreement; or
 - (iii) if the City has any credits due or has made any overpayments under this Agreement.
- The City may offset these incremental costs and other damages by use of any payment due for Services completed before the City terminated this Agreement or before the City exercised any remedies. If the amount offset is insufficient to cover those incremental costs and other damages, you are liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.
- B. As provided under Section 2-92-380 of the Municipal Code and in addition to any other rights and remedies (including any of set-off) available to the City under this Agreement or permitted at law or in equity, the City is entitled to set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by you to the City, as those terms are defined in Section 2-92-380.
- C. Without breaching this Agreement, the City may set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of any liquidated or unliquidated claims that the City has against you unrelated to this Agreement. When the City's claims against you are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the City will reimburse you to the extent of the amount the City has offset against this Agreement inconsistently with such determination or resolution.

7.4 SUSPENSION OF SERVICES

The City may, at any time, request that you suspend the Services, or any part of them, (a) by giving 15 calendar days prior written notice to you, (b) upon no notice in the event of emergency, or (c) upon no notice if the City determines that immediate suspension is necessary because of a serious risk of: (i) substantial injury to property or loss of project funds; or (ii) violation of a Federal, State, or local criminal statute; or (iii) if staff or participants' health and safety are at risk. No costs incurred after the effective date of the suspension will be allowed. You will promptly resume your performance of the Services under the same terms and conditions upon written notice by the City and such equitable extension of time as may be mutually agreed upon by the City and you when necessary for continuation or completion of the Services. Any additional costs or expenses you actually incur as a result of recommencing the Services will be treated in accordance with the compensation provisions under Article 4, *Compensation*, of this Agreement.

No suspension will, in the aggregate, exceed a period of 45 calendar days within any one contract year unless the City has declared a summary suspension and the conditions creating the summary suspension have not been corrected. If the total number of days of suspension exceeds 45 calendar days, you, by written notice to the City, may treat the suspension as an early termination of this Agreement by the City under Section 1.3, *Early Termination*.

7.5 NO DAMAGES FOR DELAY

Neither you nor your agents, employees, and subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by you by reason of delays or hindrances in the performance of the Services, whether or not caused by the City. On notice to the City of a delay outside your control, you may request additional time to complete your performance. The decision to grant additional time is in the sole and absolute discretion of the City.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 WARRANTIES AND REPRESENTATIONS

You acknowledge, represent, warrant and covenant, as of the date of this Agreement and throughout the Term, that:

- A.** you are appropriately licensed and/or certified under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license and/or certification is required by law and for which you are not appropriately licensed and/or certified;
- B.** no officer, agent or employee of the City is employed by you or has a financial interest directly or indirectly in this Agreement or the compensation to be paid, except as may be permitted in writing by the City's Board of Ethics; that no payment, gratuity or offer of employment will be made by or on behalf of any subcontractors of any tier, as an inducement for the award of a subcontract or order; you acknowledge that any agreement entered into, negotiated or performed in violation of any of the provisions of City's Ethics Ordinance, Municipal Code § 2-156 et seq., is voidable by the City; in accordance with 41 U.S.C. § 22, you must not admit any member of or delegate to the United States Congress to any share or part of the Services or the Agreement, or any benefit derived therefrom; and
- C.** you are financially solvent; you and each of your employees, agents and subcontractors of any tier are competent to perform the Services required under this Agreement; and you are legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- D.** you will not knowingly use the services of any ineligible contractor or subcontractor for any purpose in the performance of the Services under this Agreement;
- E.** you and your subcontractors are not in default at the time this Agreement is signed, and have not been deemed by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City of Chicago;
- F.** you have carefully examined and analyzed the provisions and requirements of this Agreement; you understand the nature of the Services required; from your own analysis you have satisfied yourself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and you warrant that you can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- G.** you and, to the best of your knowledge, your subcontractors are not in violation of the provisions of Section 2-92-320 of Chapter 2-92 of the Municipal Code, the Illinois Criminal Code, 720 ILCS 5/33E-1, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;
- H.** you and your subcontractors understand and will abide by all provisions of Chapter 2-26-010 et seq. of the Municipal Code;
- I.** any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 1.3, *Early Termination*, and 7.1, *Events of Default Defined*, of this Agreement;
- J.** any violation of Chapter 1-21 of the Municipal Code, *False Statements*, is also cause for termination under Sections 1.3 and 7.1 of this Agreement;
- K.** neither you nor any Affiliate is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. "Affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by

another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise; and

- L. you are current as to the filing and payment of any Governmental Charges (as defined in Section 8.5, *Compliance with all Laws*) and/or related returns and you are not delinquent in your payment of Governmental Charges.

8.2 INSPECTOR GENERAL

It is your duty and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all of your officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant: (a) to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code and (b) to cooperate with the Legislative Inspector General in any investigation undertaken pursuant to Chapter 2-55 of the Municipal Code. You represent that you understand and will abide by all provisions of Chapters 2-56 and 2-55 of the Municipal Code and that you will inform subcontractors of this provision and require their compliance.

8.3 WHOLE AGREEMENT-INTEGRATION

This Agreement, including attached Exhibits A through G, constitutes the entire agreement between the parties, and no warranties, representations, inducements, considerations, promises or other inferences will be implied that are not expressly stated in the Agreement. Except as described in Section 8.4(A), *Modifications and Amendments*, no variation or amendment of this Agreement and no waiver of its provisions are valid unless in writing and signed by your duly authorized officers and those of the City. This Agreement supersedes all oral or written agreements or understandings on the subject of this Agreement between you and the City.

8.4 MODIFICATIONS AND AMENDMENTS

(A) This Agreement is subject to such modifications as the City determines may be required by changes in Federal, State or local law or regulations applicable to this Agreement, including without limitation as described in Section 9(B). Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein.

(B) Except as described in Section 8.4(A), no changes, amendments, modifications, cancellations or discharges of this Agreement, or any part of it are effective unless in writing and signed by you and the City, or their respective successors and assigns.

8.5 COMPLIANCE WITH ALL LAWS

(A) You must observe and comply with all applicable laws, ordinances, rules, executive orders and regulations of the federal, state, local and city government, which may in any manner affect the performance of this Agreement, all of which will be deemed to be included in this Agreement the same as though written herein in full. You are responsible for ensuring compliance with all applicable laws, rules and regulations, including but not limited to those specifically referenced herein, and for paying when due all Governmental Charges and obtaining all required licenses, certificates and other authorizations. Except where expressly required by applicable laws and regulations, the City shall not be responsible for monitoring your compliance. Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

(B) You have the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of any program facility. No such contest or

objection shall be deemed or construed in any way as relieving, modifying or extending your covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless you have given prior written notice to the City of your intent to contest or object to a Governmental Charge and, unless, at the City's sole option, (i) you shall demonstrate to the City's satisfaction that legal proceedings instituted by you contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the program facility to satisfy such Governmental Charge prior to final determination of such proceedings; and/or (ii) you shall furnish a good and sufficient bond or other security satisfactory to the City in such form and amounts as the City shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the program facility during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest. "**Governmental Charge**" shall mean all Federal, State, county, City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances relating to you, your operations, the program facility or the Services.

(C) If you are delinquent in filing and/or paying any Governmental Charges and/or related returns, the City in its sole discretion may continue to reimburse you for Services provided under this Agreement only if you (i) have entered into an installment payment agreement with the applicable authority, (ii) have delivered to the City a copy of such fully-signed installment payment agreement and (iii) remain in good standing therewith. You may not use funds you receive under this Agreement to discharge outstanding Governmental Charges.

8.6 COMPLIANCE WITH ACCESSIBILITY LAWS

You will comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.; and the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794. In the event the above cited standards are inconsistent, you will comply with the standard providing greater accessibility.

8.7 NO FEDERAL, STATE OR CITY OBLIGATIONS TO THIRD PARTIES

You acknowledge that, absent the express written consent of the federal government and the State of Illinois, the State of Illinois and the federal government will not be subject to any obligations or liabilities to any person not a party to the grant agreement between the City and the State of Illinois or between the City and the federal government. Notwithstanding any concurrence provided by the State of Illinois or federal government in or approval of any solicitation, agreement, or contract, the State of Illinois and federal government continue to have no obligations or liabilities to any party, including you.

This Agreement is made for the sole benefit of the City and you and the respective successors and assigns of the City and you and no other party shall have any legal interest of any kind hereunder or by reason of this Agreement. Whether or not the City elects to employ any or all of the rights, powers or remedies available to it hereunder, the City shall have no obligation or liability of any kind to any third party by reason of this Agreement or any of the City's actions or omissions pursuant hereto or otherwise in connection herewith.

8.8 NON-LIABILITY OF PUBLIC OFFICIALS

Neither you, your assignees, nor your subcontractors are permitted to charge personally any official, employee or agent of the City with any liability or expenses of defense or be held personally liable to you under any term or condition of this Agreement, because of the City's execution or attempted execution of this Agreement, or because of its breach.

8.9 INDEPENDENT CONTRACTOR

(a) This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the parties, and the rights, and the obligations of the parties will be only those expressly set forth

in this Agreement. You will perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City.

(b) The City is subject to the June 24, 2011 "City of Chicago Hiring Plan" (the "**2011 City Hiring Plan**") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2011 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(c) You are aware that City policy prohibits City employees from directing any individual to apply for a position with you, either as an employee or as a subcontractor, and from directing you to hire an individual as an employee or as a subcontractor. Accordingly, you must follow your own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by you under this Agreement are employees or subcontractors of you, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by you.

(d) You will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(e) In the event of any communication to you by a City employee or City official in violation of paragraph (c) above, or advocating a violation of paragraph (d) above, you will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("**IGO Hiring Oversight**"), and also to the head of the Department. You will also cooperate with any inquiries by IGO Hiring Oversight related to this Agreement.

8.10 INTERNATIONAL ANTI-BOYCOTT

You certify that neither you nor any substantially owned affiliated company of yours is participating or will participate in an international boycott, as defined by the provisions of the U.S. Export Administration Act of 1979 or its enabling regulations.

8.11 JOINT AND SEVERAL LIABILITY

If you, or your successors or assigns, are comprised of more than one person, then every obligation or undertaking to be fulfilled or performed by you will be the joint and several obligation or undertaking of each such person.

8.12 PROOF OF BUSINESS FORM

Upon request from the City, you will provide copies of your latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of your authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Secretary of State of Illinois.

8.13 ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

You will use the City's online submission process to provide the City with a correctly completed Economic Disclosure Statement and Affidavit ("**EDS**"), which is incorporated by reference, and further will provide any other affidavits or certifications as may be required by federal, state or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference. You will cause your subcontractors or, if a partnership or joint venture, all members of the partnership or joint venture, to submit all required affidavits to the City. Notwithstanding acceptance by the City of the EDS, failure of the EDS to include all information required under the Municipal Code renders this Agreement voidable at the

option of the City. You and any other parties required by this Section 8.13 to complete an EDS must promptly update their EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate, including changes in ownership and changes in disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of the Municipal Code, as such is required under Sec. 2-154-020, and failure to promptly provide the updated EDS(s) to the City will constitute an event of default under this Agreement.

You certify, as further evidenced in the EDS, by your acceptance of this Agreement that neither you nor your principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. You further agree by executing this Agreement that you will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If you or any lower tier participant is unable to certify to this statement, you must attach an explanation to the Agreement.

To the best of your knowledge and belief, you, your principals and key project personnel: (a) are not presently declared ineligible or voluntarily excluded from contracting with any Federal or State department or agency; (b) have not within a three-year period preceding this Agreement been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of Federal or State antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property; and (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in subparagraph (b) of this certification. Any request for an exception to the provisions of this paragraph must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction.

8.14 CONFLICT OF INTEREST

No member of the governing body of the City or other units 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 will 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 will be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

You covenant that you, your officers, directors and employees, and the officers, directors and employees of each of your members if a joint venture, and your subcontractors, presently have no interest and will acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services. You further covenant that no person having any such interest will be employed. You acknowledge that if the City determines that any of your services for others conflict with the Services, you will terminate such other services immediately upon request of the City.

In addition to the conflict of interest requirements in the OMB Super Circular and the CDBG Regulations, no person who is an employee, agent, officer, or elected or appointed official of the City and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement or their proceeds, 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.

Furthermore you warrant and represent that you are and will remain in compliance with federal restrictions on lobbying set forth in the Byrd Anti-Lobbying Amendments (31 U.S.C. § 1352), and in the CDBG Regulations.

In addition, if State of Illinois funds are used for the Agreement, you must comply with the conflict of interest provisions contained in the Illinois Procurement Code (30 ILCS 500/50-13) and other provisions

in the Illinois Procurement Code regarding participation in agreement negotiation by a State employee (30 ILCS 500/50-15).

You shall establish safeguards to prohibit officers, directors, agents, employees and family members from using positions of employment for a purpose that is, or gives the appearance of, being motivated by a desire for a private gain for themselves or others, particularly those with whom they have family business or other ties. Safeguards, evidenced by rules or bylaws, shall be established to prohibit persons from engaging in actions, which create or which appear to create a conflict of interest as described herein.

8.15 COOPERATION WITH CITY

You will cooperate fully with the City and act in the City's best interests. You agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as the City in its sole discretion deems necessary or appropriate to carry out the terms, provisions and intent of this Agreement. By way of example and without limitation, within 15 calendar days after the request of the City, you shall execute and deliver, and you shall not revoke, any tax information authorization or similar form authorizing the City to inspect and/or receive your confidential information from any applicable tax authority.

If this Agreement is terminated for any reason, or if it is to expire on its own terms and conditions, you will make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of your own operations in connection with the Services, uninterrupted provision of Services during any transition period and will comply with the reasonable requests and requirements of the City in connection with the termination or expiration of this Agreement.

8.16 WAIVER

Nothing in this Agreement authorizes the waiver of any requirement or condition contrary to law or ordinance or which would result in or promote the violation of any federal, state or local law or ordinance.

Whenever the City, by a proper authority, waives your performance in any respect or waives a requirement or condition to either the City's or your performance, the waiver so granted, whether express or implied, will only apply to the particular instance and will not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver will be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

8.17 GOVERNING LAW

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

8.18 SEVERABILITY

If any provision of the Agreement is held to be or in fact is illegal, inoperative or unenforceable on its face or as applied in any particular case, in any jurisdiction (or in all cases because it conflicts with any other provision of this Agreement, or any constitution, statute, municipal ordinance, rule of law or public policy, or for any other reason), that circumstances will not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision of this Agreement illegal, invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement does not affect the remaining portions of this Agreement or any part of it.

8.19 INTERPRETATION

Any headings in this Agreement are for convenience of reference only and do not define or limit its provisions. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to any exhibit, appendix or document include all supplements and/or amendments to any such exhibits, appendixes or documents entered into in accordance with the terms and conditions of this Agreement. All references to any person or entity include any person or entity succeeding to the rights, duties, and obligations of the person or entity in accordance with the terms

and conditions of this Agreement. In the event of any conflict between this Agreement and any exhibits to it, the terms and conditions in the body of this Agreement control.

8.20 NONASSIGNABILITY

You will not assign all or any part of your work or responsibilities under this Agreement without the prior written consent of the City; but any such consent will not relieve you of your obligations under this Agreement. Any transfer or assignment without the prior written consent of the City constitutes an event of default under this Agreement and is void as to the City. The City reserves the right to assign, in whole or in part, any funds, claims or interests, due or to become due, under this Agreement.

8.21 YOUR AUTHORITY

Your execution of this Agreement is authorized by a resolution or ordinance of your governing body. The signature of the individual signing on your behalf has been made with complete and full authority to commit you to all the terms and conditions of this Agreement. Evidence of signature authority should be forwarded to the City with the executed Agreement.

8.22 DEEMED INCLUSION

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

8.23 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. This Agreement may be delivered by the exchange of signed signature pages, by facsimile transmission, by e-mail with a pdf copy or other replicating image attached, or by uploading to the City's web-based contracting portal if you are a registered user of such portal, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.

ARTICLE 9: NOTICES

- A. Except as provided in Article 9(B), all notices and communications to be provided by you and/or by the City under this Agreement must be in writing and may be delivered personally, by overnight courier or by First Class certified mail, return receipt requested, with postage prepaid and addressed as follows:

If to the City: The Department's mailing address noted on the cover page to this Agreement, with copies to: Department of Law, City Hall, Room 600, 121 North LaSalle Street, Chicago, Illinois 60602, Attention: Corporation Counsel

If to Subrecipient: Your mailing address noted on the cover page to this Agreement.

Notices and communications delivered by mail are deemed received 3 business days after mailing in accordance with this Article 9. Communications delivered personally are deemed effective upon receipt. Those sent via overnight courier are deemed effective on the next business day. Refusal of delivery has the same effect as delivery.

- B. From time to time the City may notify you of (a) data elements related to the Grant, pursuant to 2 CFR Part 200.331, *Requirements for pass-through entities*, and/or (b) other information including, without limitation, the email address and/or website location to which you must submit certificates of insurance. The City may deliver such notices to you to the business email address listed on the cover page to this Agreement, or such other email address of which you have notified the Department under Article 15, *Internet Access and Email Address*. Such notices shall be deemed received upon transmission by the City and the information in such notices shall be incorporated into and become part of this Agreement as if fully set forth herein.

- C. You must notify the City of any significant change in your organizational structure. Significant changes include, but are not limited to, changes in:
- i. the official(s) to whom notice regarding the Agreement is provided and their mailing address;
 - ii. the officers of the corporation, including president, chairman, vice president, treasurer, secretary; and
 - iii. your key staff and/or your program sites, including executive director, site director, fiscal director; name, ownership, Federal employer identification number--(FEIN), DUNS number or taxpayer certification; legal status (including not-for-profit status); and site address or agency official address or telephone numbers.

Such communication must be directed within 10 calendar days of such occurrence (or, in the case of changes in legal status (including not-for-profit status), address, DUNS number, name, ownership, FEIN or taxpayer certification, 45 days in advance), to the Department's Mailing Address noted on the cover page of this Agreement.

No promise or undertaking made in this Agreement is an assurance that the City agrees to continue this Agreement should you reorganize, change owners, or otherwise substantially change the character of your corporate or other business structure.

ARTICLE 10: BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS

Under Section 2-156-030(b) of the Municipal Code, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code.

Section 2-156-080 defines a "**business relationship**" as any contractual or other private business dealing of an official, or his or her spouse or domestic partner, or of any entity in which an official or his or her spouse or domestic partner has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse or domestic partner with an entity when such spouse or domestic partner has no discretion concerning or input relating to the relationship between that entity and the City.

ARTICLE 11: LIVING WAGE ORDINANCE

- A. **Not-for-Profit Corporations:** If you are a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and are recognized under Illinois not-for-profit law, then the provisions of Sections B through F below do not apply.
- B. Section 2-92-610 of the Municipal Code provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**").

- C. Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:
- i. If you have 25 or more full-time employees, and
 - ii. If at any time during the performance of this Agreement, you and/or any subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then
 - iii. You must pay your Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.
- D. Your obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Term when the conditions set forth in C.i. and C.ii. above are met, and will continue until the end of the Term.
- E. As of July 1, 2014, the Base Wage became \$11.93 per hour, and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the Term, you and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then you and all other Performing Parties must pay the prevailing wage rates.
- F. You must include provisions in all subcontracts requiring your subcontractors to pay the Base Wage to Covered Employees. You must provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by you or by a subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit you and/or subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

ARTICLE 12: NOTICE OF CHANGE IN CIRCUMSTANCES

If you, your parent or related corporate entity, becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on your ability to perform under this Agreement, you must immediately notify the City in writing. You must also notify the Department regarding incidents that significantly impact the health and safety of clients or incidents that could result in the interruption of service. You must follow procedures provided by the Department for reporting incidents.

You certify that you are not currently operating under or subject to any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of your knowledge, that you are not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should you become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, you shall promptly notify the City of any such investigation. You acknowledge that should you later be subject to a cease and desist order or Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that the City is authorized to declare you in default of this Agreement and suspend or terminate this Agreement.

ARTICLE 13: PROHIBITION ON CERTAIN CONTRIBUTIONS MAYORAL EXECUTIVE ORDER No. 2011-4

Neither you nor any person or entity who directly or indirectly has an ownership or beneficial interest in you of more than 7.5% ("**Owners**"), spouses and domestic partners of such Owners, your Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("**Sub-owners**") and spouses and domestic partners of such Sub-owners (you and all the other preceding classes of persons and entities are together, the "**Identified Parties**"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "**Mayor**") or to his political fundraising committee during (i) the bid or other solicitation process for this Agreement or Other Contract, including while this Agreement or Other Contract is executory, (ii) the term of this Agreement or any Other Contract between City and you, and/or (iii) any period in which an extension of this Agreement or Other Contract with the City is being sought or negotiated.

You represent and warrant that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached you or the date you approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

You shall not: (a) coerce, compel or intimidate your employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse your employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If you violate this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject your bid.

For purposes of this provision:

"**Other Contract**" means any agreement entered into between you and the City that is (i) formed under the authority of Municipal Code Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"**Contribution**" means a "political contribution" as defined in Municipal Code Ch. 2-156, as amended.

"**Political fundraising committee**" means a "political fundraising committee" as defined in Municipal Code Ch. 2-156, as amended.

ARTICLE 14: COMPLIANCE WITH ENVIRONMENTAL AND SAFETY LAWS

You shall be subject to, obey and adhere to any and all federal, state and local laws, statutes, ordinances, codes, rules, regulations and executive orders relating to public health and safety and the environment as are now or may be in effect during the term of this Agreement which may be applicable to you, including but not limited to the following Sections of the Municipal Code of Chicago: Section 7-28-390, 7-28-440,

11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550, or 11-4-1560, whether or not in the performance of this Agreement.

ARTICLE 15: INTERNET ACCESS AND EMAIL ADDRESS

You must have Internet access at the site level. Internet access may be either dial-up or high speed/DSL. You must maintain at a minimum, one business email address listed on the cover page to this Agreement that will be the primary receiving point for all email correspondence from the Department. You may list additional addresses when you sign this Agreement. The additional addresses may be for a specific department/division of yours or for specific employees. You must notify the Department of any email address changes within five business days before the effective date of the change. You may use the City's web-based contracting portal to update your email address if you are a registered user of such portal.

ARTICLE 16: EXCLUDED PROVIDER WARRANTY AND INDEMNITY

You hereby represent and warrant that you and your employees and agents are not now and at no time have been excluded from participation in any federally funded health care program, including Medicare and Medicaid. This is an ongoing obligation of yours to ensure that you are not employing or contracting with individuals that have been sanctioned by the U.S. Department of Health and Human Services Office of Inspector General ("OIG") or barred from federal procurement programs. You shall check the OIG's cumulative sanctions reports and General Series Administration website on a monthly basis. You hereby agree to immediately notify the City of any threatened, proposed, or actual exclusion from any such program of yours or any such program of any of your employees or agents. In the event that you or any of your employees or agents performing services hereunder are excluded from participation in any federally funded health care program during the term of this Agreement, or at any time after the effective date of this Agreement, you shall be deemed to be in breach of this section and this agreement shall, as of the effective date of such exclusion or breach, automatically terminate. You shall indemnify and hold harmless the City against all actions, claims, demands and liabilities, and against all loss, damage, and costs and expenses, including reasonable attorney's fees, arising directly or indirectly, out of any violation of this section or due to the exclusion of you or any of your employees and agents from a federally funded health care program, including Medicare or Medicaid.

Exhibit E

Delegate Agency Grant Agreement
Residential Flooding Assistance Program (RFAP)

ADDITIONAL AGREEMENT PROVISIONS
REHABILITATION PROJECTS

ATTACHMENT 1	PREVAILING WAGES (IF REQUIRED BY LAW)
ATTACHMENT 2	PERFORMANCE BOND (IF REQUIRED BY LAW)
ATTACHMENT 3	SECTION 3 REQUIREMENTS AND CITY OF CHICAGO SECTION 3 COMPLIANCE PLAN (IF APPLICABLE)
ATTACHMENT 4	MBE/WBE SPECIAL CONDITIONS AND SCHEDULES

E-1.1 NATIONAL OBJECTIVE. You will perform the Services hereunder in a manner that complies with a criterion for national objectives described in 24 CFR § 570.208.

E-1.2 CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Subrecipient certifies that, in accordance with the Pro-Children Act of 1994 (the "Act")(Pub. L. 103-227), smoking must not be permitted in any portion of any indoor facility owned or leased or contracted for by Subrecipient and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The Act also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with federal funds. The Act does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Act may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity. Subrecipient must require the language contained in this Section to be included in any subawards which contain provision for children's services, and that all subrecipients must certify accordingly.

E-1.3 CERTIFICATION AND RESTRICTIONS ON LOBBYING

- A.** You acknowledge that receipt of funds under this Agreement may require compliance with Section 319 of Public Law 101-121(31 U.S.C.A. 1352) regarding the certification and disclosure of lobbying activities with the Federal Government and agree to comply with those provisions, and all federal rules promulgated by HUD, the funding source for implementation of programs operated under this Agreement; and will require that this assurance of compliance is part of any subcontracts executed hereunder.

Subrecipient certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. In addition, no part of federal appropriated funds will be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for

Form RFAP 2015: to be used only for Delegate Agency Grant Agreements funded wholly through the U.S. Department of Housing and Urban Development's Community Development Block Grant Disaster Recovery Program (Rev 6/15)

the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State or local legislature, except in presentation to the Congress or any State or local legislature itself. No part of the federal appropriated funds will be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State or local legislature.

3. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL "Disclosure of Lobbying Activities," in accordance with its instructions.
4. Subrecipient must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- B. This Agreement is subject to the restrictions on lobbying found in the CDBG Regulations and Section 503 of Public Law 105-78. Section 503 provides, in part:
 1. No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature.
 2. No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agency acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

**E-1.4 COMPLIANCE WITH GRANT REGULATIONS
Standard Form 424B (Rev. 7-97)**

Subrecipient must comply with all applicable provisions of the Grant and must not cause the City to not be compliant with the Grant. Subrecipient must comply with, and certify that Subrecipient is in compliance with, all applicable laws (including implementing regulations), ordinances, policies, guidelines, procedures, regulations, rules, requirements and executive orders of the City of Chicago, the State of Illinois and all political subdivisions thereof, the federal government and HUD in the performance of this Agreement including, but not limited to, the following, in each case as amended from time to time:

- A. The provisions under the Housing and Community Development Act of 1974, Title I, Public Law 93-383, 88 Stat. 633, 42 U.S.C 5301 et seq., the Cranston-Gonzalez National Affordable Housing Act, as amended, Public Law 113-2, Disaster Relief Appropriations Act, 2013 (approved January 29, 2013), implementing regulations promulgated thereunder, and other applicable statutes, regulations, notices, and Office of Management and Budget (OMB) circulars.

- B. 24 CFR 570; Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments (24 CFR 85); Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations (24 CFR 84); Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 CFR Part 58); Economic Opportunities for Low- and Very Low-Income Persons (24 CFR 135); Grants and Agreements (2 CFR), including without limitation Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awardees (2 CFR 200); and the labor standards requirements of 42 U.S.C. 5310.
- C. All Notice requirements, waivers and alternative requirements previously and subsequently issued by HUD with respect to the Grant, including the following:
- June 3, 2014 Federal Register Notice, "Second Allocation, Waivers, and Alternative Requirements for Grantees Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in Response to Disasters Occurring in 2013".
 - December 16, 2013 Federal Register Notice, "Allocations, Waivers, and Alternative Requirements for Grantees Receiving Community Development Block Grant Disaster Recovery Funds in Response to Disasters Occurring in 2013," (Docket FR-5696-N-07)
 - March 5, 2013 Federal Register Notice, "Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in Response to Hurricane Sandy (Pub. L. 113-2)," (Docket FR-5696-N-01)
 - April 19, 2013 Federal Register Notice, "Clarifying Guidance, Waivers, and Alternative Requirements for Hurricane Sandy Grantees in Receipt of Community Development Block Grant Disaster Recovery Funds," (Docket FR-5710-N-01).
- D. The Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763).
- E. All federal statutes relating to nondiscrimination, including, but not limited to:
1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
 2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1683, 1685-1686) which prohibits discrimination on the basis of sex;
 3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps;
 4. Age Discrimination in Employment Act of 1967 and The Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age;
 5. The Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255) relating to nondiscrimination on the basis of drug abuse;
 6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 7. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3) relating to confidentiality of alcohol and drug abuse patient records;
 8. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.) relating to nondiscrimination in the sale, rental or financing of housing;
 9. The Civil Rights Restoration Act of 1987;
 10. Executive Order 12250;
 11. Federal Equal Pay Act of 1963;
 12. Civil Rights Act of 1991; and

13. Executive Order 11063, as amended by Executive Order 12259; and
 14. Section 188 of the Workforce Investment Act of 1998 (20 U.S.C. 9201), and any other applicable nondiscrimination statutes.
- F. All environmental standards including, but not limited to, those standards which may be prescribed by:
1. National Environmental Policy Act of 1969 (Pub. L. 91-190) and Executive Order 11514
 2. Notification of violating facilities pursuant to Executive Order 11738;
 3. Protection of wetland pursuant to Executive Order 11990;
 4. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
 5. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 6. Conformity with the approved State Implementation Plan developed pursuant to Section 176(c) of the Clean Air Act of 1955 (42 U.S.C. § 7401 et seq.); and
 7. The protection of underground sources of drinking water under the Safe Drinking Water Act of 1974 (Pub. L. 93-523).
 8. The protection of endangered species under the Endangered Species Act of 1973, 16 U.S.C. § 1531 et seq.; and
 9. Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).
- G. The National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.).
- H. An Act to Amend the Public Health Service Act to Establish a Program of National Research Service Awards to Assure to Continued Excellence of Biomedical and Behavioral Research and to Provide for the Protection of Human Subjects Involved in Biomedical and Behavioral Research and for Other Purposes (Pub. L. 93-348).
- I. The Laboratory Animal Welfare Act of 1966 (7 U.S.C. §§ 2131 et seq.).
- J. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Pub.L. 101-550; 42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR Part 35.
- K. The Single Audit Act of 1984 and the Single Audit Act Amendments of 1996.
- L. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. § 3801 et seq.) (in accordance therewith, the authorized official signing on your behalf certifies that the statements in this Agreement are true, complete and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious or fraudulent statements or claims may subject him or her to criminal, civil or administrative penalties, and agrees that you will comply with the terms and conditions with respect to the Grant).
- M. Subrecipient must comply with the applicable provisions of the OMB Super Circular, as amended, succeeded or revised.
- N. The Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- O. To the extent applicable in this Agreement, The Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.), the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. §§ 276c and 18 U.S.C. § 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333) and Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), and implementing regulations at 49 CFR 24.
- P. The Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a-7b(b))
- Q. Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug- Free Workplace (Grants)(24 CFR 24 and Executive Orders 12549 and 12689)
- R. Pursuant to the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104 et seq.), you and or your employees and subcontractor may not, under this Agreement, (a) engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect; (b) procure a commercial sex act during the period of time that this Agreement is in effect; or (c) use forced labor in the performance of this Agreement. HUD or the City may terminate this

Agreement without penalty, if you or any employee or subcontractor (i) engage in severe forms of trafficking in persons or have procured a commercial sex act during the period of time that this Agreement is in effect, or (ii) use forced labor in the performance of this Agreement.

- S. The requirements of 48 CFR Section 3.908 implementing section 828 of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protection" apply to this Agreement. You are required to inform your employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712 in the predominant native language of the workforce. The details of 41 U.S.C. 4712 can be found at <http://uscode.house.gov/browse.xhtml>. Regarding 48 CFR Section 3.908, note that use of the term "contract," "contractor," "subcontract," or "subcontractor" for the purpose of this Agreement, should read as "grant," "grantee," "subgrant," or "subgrantee."

E-1.5 To the greatest extent practicable, all equipment and products purchased with funds received from the City pursuant to this Agreement should be American-made.

E-1.6 The mandatory standards and policies relating to energy efficiency which are contained in the State of Illinois energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

E-1.7 None of the Federal funds provided under this Agreement shall be used to carry out any program for distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

E-1.8 PREVAILING WAGE

You agree to comply and assure compliance with the requirements of 49 U.S.C. § 5333(a), the Davis-Bacon Act, 40 U.S.C. §§ 276 a(7), and implementing U.S. DOL regulation, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5. In addition to other requirements that may apply, you agree to pay wages to laborers and mechanics performing contract work at a rate not less than the minimum wages specified in a wage determination issued by the U.S. Secretary of Labor and not less frequently than once a week. You agree to place a copy of the current prevailing wage determination issued by the U.S. DOL in each solicitation for subcontractor work under this Agreement, and agree to refrain from awarding any affected subcontract until the subcontractor agrees to the required wage determination. You further agree to report to DOL every suspected or reported violation of the Davis-Bacon Act or its Federal implementing regulations.

E-1.9 DRUG FREE WORKPLACE

Subrecipient will provide a drug free workplace by provision and enforcement of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing an ongoing drug free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Subrecipient's policy of maintaining a drug free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

- c. Providing a copy of the statement required by paragraph (a) to each employee engaged in the performance of the contract and posting a copy of the statement in a prominent place in the workplace.
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement, and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five calendar days after such conviction.
- e. Notifying the Department in writing within ten calendar days after receiving notice under sub-paragraph d(2) from an employee or otherwise receiving actual notice of such conviction.
- f. Taking one of the following actions, within thirty calendar days of receiving notice under sub-paragraph d(2), with respect to any employee who is convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement and/or other appropriate agency and as required by Section 5 of the Drugfree Workplace Act (30 ILCS 580/5).
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) and implementation of the Drugfree Workplace Act (30 ILCS 580/5).

E-1.10 ACKNOWLEDGMENT. In accordance with Section 2.13, *Acknowledgement of Funding Sources*, of this Agreement all publication material, including but not limited to, publications, journal articles and pamphlets, must bear an acknowledgment and disclaimer, as appropriate, such as: "This project was supported by a Grant awarded by the Office of Community Planning and Development, U.S. Department of Housing and Urban Development. The opinions, findings, conclusions and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Housing and Urban Development."

E-1.11 ACCESSIBILITY COMPLIANCE

If this Agreement involves design for construction or construction, Subgrantee warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement must comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above cited standards are inconsistent, Subgrantee must comply with the standard providing the greatest accessibility. Also, Subgrantee must, prior to construction, review the plans and specifications to insure

compliance with the above referenced standards. If Subgrantee fails to comply with the foregoing standards, Subgrantee must perform again at no expense, and all services required to be reperformed as a direct or indirect result of such failure.

E-1.12 LICENSE, PERMITS AND SAFETY CONSIDERATIONS

Subgrantee must, in a timely manner consistent with its obligations under this Agreement, secure and maintain at its expense such permits, licenses, authorizations and approvals as are necessary to engage in any construction or rehabilitation under this Agreement.

Subgrantee must at all times exercise all reasonable care, comply with all applicable provisions of federal, state and local laws to prevent accident or injuries, including, but not limited to, 29 C.F.R. part 1926, and take all appropriate precautions to avoid damage to and loss of its property, City property and the property of third parties in connection with any pre-development, rehabilitation or construction work hereunder. Subgrantee must erect and properly maintain at all times all necessary safeguards, barriers, flags and lights for the protection of Subgrantee's and Subcontractors' employees, City employees, and the public.

Subgrantee must report to the City any damage on, about, under or adjacent to its property, City property or the property of third persons resulting from Subgrantee's performance under this Agreement. Subgrantee is responsible for any damage to City property or the property of third parties due, in whole or in part, to Subgrantee's performance under this Agreement, and Subgrantee must remedy such damage to a reasonably acceptable standard.

E-1.13 PREVAILING WAGES

If required by law, Subgrantee must comply, and must cause its Subcontractors of any tier to comply with the Davis-Bacon Act, 40 U.S.C. § 276a et seq., and Section 12 of the Housing Act of 1937, regarding the payment of the general prevailing rate of hourly wage for all laborers, workers, and mechanics employed by or on behalf of Subgrantee and all Subcontractors in connection with any and all construction work. The prevailing rates of wages applicable at the time of execution of this Agreement are included as Attachment 1 of Exhibit A of this Agreement, which is incorporated by reference as though fully set forth herein.

E-1.14 PERFORMANCE BOND

If required by law:

- A.** Subgrantee will provide or will cause its Subcontractors of any tier to provide a performance bond with a surety acceptable to the City in the amount of the rehabilitation and construction services to be performed. Except as provided in paragraph (b) below, the performance bond must be in the form of City Form P.W.O. 62, attached hereto as Attachment 2 of Exhibit E of this Agreement, which is hereby incorporated by reference as if fully set forth herein.
- B.** If Subgrantee does not directly perform the construction and/or rehabilitation work, Subgrantee must, prior to the commencement of construction/rehabilitation, require its general contractor, or its individual contractors when a general contractor is not used, to be bonded, for any work to be performed, for performance and payment, by sureties having an AA rating or better, using American

Institute of Architects Form A311 or A312. The City must be named as an additional obligee on each such bond.

- C. Subgrantee expressly acknowledges that the City may withhold funds under this Agreement, until the bonding requirement described in subsection (A) or (B) hereof is satisfied, as determined by the Chief Procurement Officer.

E-1.15 COMPLIANCE WITH ENVIRONMENTAL, HEALTH AND SAFETY LAWS

Subgrantee must identify and comply with all environmental laws, statutes, ordinances and regulations relating to environmental matters including, without limitation, the Comprehensive Environmental Response and Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act of 1976, 15 U.S.C. § 2601 et seq., the Safe Drinking Water Act, 42 U.S.C. § 300f, the Occupational Safety and General Services Act of 1970, 29 U.S.C. § 651 et seq., the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq., the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., and the Municipal Code of Chicago, each as amended or supplemented, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order or directive regulating, relating to or imposing liability or standards of conduct concerning any lead-based paint, wastes, special wastes or hazardous materials (collectively "Environmental Laws"). If Subgrantee fails to comply with any Environmental Laws, the City may terminate this Agreement in accordance with the default provisions of this Agreement.

Subgrantee must at all times comply with all applicable provisions of federal, state and local laws related to the use, testing and abatement of lead-based paint including, but not limited to, Residential Lead-Based Paint Hazard Reduction Act of 1992 (Pub. L. 101-550; 42 U.S.C. 485 et seq.) and implementing regulations at 24 C.F.R. Part 35 and 40 C.F.R. parts 260-271.

Subgrantee must comply with the Illinois Health and Safety Act, as amended, 820 ILCS 225/3 et seq. The rules pursuant to this Act are on file with the Secretary of State of Illinois and are identical in every respect with the standards in effect under Federal OSHA standards, pursuant to orders of the Illinois Industrial Commission. Pursuant to the Federal and State standards, Subgrantee must provide reasonable protection to the lives, health and safety of all persons employed under the Agreement. Such act and rules and the applicable parts thereof will be considered part of this Agreement.

E-1.16 RETAINAGE

If required by law, notwithstanding any other provision of this Agreement, the City will retain 10% of all amounts up to the first 50% of the total price under this Agreement which otherwise would be payable to Subgrantee.

Whenever, in the opinion of Subgrantee, the work has achieved substantial completion, Subgrantee will notify the Commissioner in writing that the work will be ready for inspection and/or testing on a definite date. Notice will be given at least 5 calendar days in advance of such date. If the Commissioner concurs that the project is ready for inspection and/or testing on the date given, the Commissioner will arrange for such inspection at a convenient time for all parties, but within a reasonable period of time. If the work is found to have achieved substantial completion in accordance with the Agreement, the City will retain 3% of the aforementioned reserve and release the balance to Subgrantee.

Upon (1) final acceptance of the work; (2) Subgrantee's compliance with the Agreement's conditions for payment and performance of the work covered by the Agreement in accordance with the terms and conditions hereof and compliance with all other terms and conditions of the Agreement; (3) payment to all Subcontractors, workers, employees, suppliers and materialmen for work performed and materials supplied; and (4) computation of the final quantities of work, the final retained amount less any damages or other amounts that the Chief Procurement Officer determines should be deducted, will be paid to Subgrantee as final payment.

E-1.17 NO LIEN-PROVISION

Subgrantee must notify its Subcontractors that no mechanics' liens under the Illinois Mechanics' Lien Act, 770 ILCS 60/0.01 et seq., will be permitted to arise, be filed, or maintained against public funds, this project, or any part thereof, or any interest therein, or any improvements thereon, or against any monies due or to become due to Subgrantee's Subcontractors on account of any work, labor, services, materials, equipment, or other items performed or furnished for or in connection with the project hereunder. Subgrantee, for itself and its Subcontractors, does hereby expressly release and relinquish such liens and all rights to file or maintain such liens, and acknowledges further that this waiver of liens and waiver of the right to file or maintain such liens will be an independent covenant. If any of Subgrantee's Subcontractors, employees, officials, agents, or any other person directly or indirectly acting for through, or under any of them files or maintains a lien or claim as described above, Subgrantee must cause such liens and claims to be satisfied, removed, or discharged by bond, payment or otherwise, within 30 days from the date of filing thereof.

E-1.18 PROTECTION OF EXISTING STRUCTURES AND PROPERTY

Subgrantee will avoid damage, as a result of its operation, to trees, plant life, existing sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the work of other contractors, and the property of the City and third parties and will at its own expense repair any damage caused thereto by Subgrantee's operations.

E-1.19 NESHAP COMPLIANCE ON CITY CONTRACTS

Subgrantee warrants that all work performed under this Agreement by Subgrantee or its Subcontractors, must be performed in accordance with all federal, state and local laws and regulations, including but not limited to, the National Emission Standards for Hazardous Air Pollutants ("NESHAP"), 40 C.F.R. § 61.145.

E-1.20 SECTION 3 CLAUSE

In the event the funding under this Agreement exceeds \$100,000 and Subgrantee performs construction or rehabilitation activities, or the funding under this Agreement exceeds \$200,000 and Subgrantee uses a subcontractor or subcontractors to perform construction or rehabilitation activities, Subgrantee must comply with the Section 3 Clause, attached hereto as Attachment 3 of Exhibit E of this Agreement, and the City of Chicago Section 3 Compliance Plan Booklet.

ATTACHMENT 3 OF EXHIBIT E

**SECTION 3 REQUIREMENTS AND
CITY OF CHICAGO SECTION 3 COMPLIANCE PLAN (IF APPLICABLE)**

SECTION 3 REQUIREMENTS

- A. The work to be performed under this Agreement is subject to the requirements of Section 3 ("Section 3") of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (the "Housing Act"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, must, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. Terms used in this Section have the meanings ascribed thereto in Section 3 or in the regulations promulgated under the Housing Act (the "Regulations") and found at 24 C.F.R. Part 135.
- B. Subgrantee must comply with the Regulations which implement Section 3. As evidenced by its execution of this Agreement, Subgrantee certifies that it is under no contractual or other impediment that would prevent it from complying with the Regulations.
- C. Subgrantee must send to each labor organization or representative of workers with which Subgrantee has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Subgrantee's commitments under this Section, and to post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice must describe the Section 3 preference, must set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work will begin.
- D. Subgrantee must include the language contained in this Section in every subcontract subject to compliance with the Regulations and must take appropriate action, as provided in an applicable provision of the subcontract or in this Section, upon a finding that any subcontractor with whom Subgrantee contracts is in violation of the Regulations. Subgrantee will not subcontract with any subcontractor where Subgrantee has notice or knowledge that the subcontractor has been found in violation of the Regulations.
- E. Subgrantee will certify that any vacant employment positions, including training positions, that are filled (1) after Subgrantee is selected but before the Contract is executed and (2) with persons other than those to whom the Regulations require employment opportunities to be directed, were not filled to circumvent Subgrantee's obligations under the Regulations.
- F. Noncompliance with the Regulations may result in sanctions, including, but not limited to, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

Form RFAP 2015: to be used only for Delegate Agency Grant Agreements funded wholly through the U.S. Department of Housing and Urban Development's Community Development Block Grant Disaster Recovery Program (Rev 6/15)

less than \$100,000	10% of the low bid or \$9,000
between \$100,000 and \$199,999.99	9% of the low bid or \$16,000
between \$200,000 and \$299,999.99	8% of the low bid or \$21,000
between \$300,000 and \$399,999.99	7% of the low bid or \$24,000
between \$400,000 and \$499,999.99	6% of the low bid or \$25,000
between \$500,000 and \$999,999.99	5% of the low bid or \$40,000
between \$1,000,000 and \$1,999,999.99	4% of the low bid or \$60,000
between \$2,000,000 and \$3,999,999.99	3% of the low bid or \$80,000
between \$4,000,000 and \$6,999,999.99	2% of the low bid or \$105,000
\$7,000,000 or more	1.5% of the low bid

SECTION 3 OPPORTUNITIES PLAN

A. BACKGROUND INFORMATION

Prior to award of the Contract, Subgrantee must provide the Department with the following information:

- i. A list of all current contracts Subgrantee holds with the City (FORM-2);
- ii. The City service area in which the project is located (worksheet for FORM-3); and
- iii. A list of current employees and job categories, including employee addresses and hiring dates (FORM-4).

B. EMPLOYMENT AND TRAINING OPPORTUNITIES

To ensure maximization of the use of Section 3 residents as trainees and employees, Subgrantee is required to:

- i. Participate in a Pre-Award Conference where Subgrantee must submit a written plan with respect to hiring Section 3 residents as employees and trainees. This written plan must include the following:
 - a. Goals for the training and employment of Section 3 residents expressed as percentages of the planned aggregate number of new hires for the Contract during the one-year period beginning December 1, 1999, and each successive one-year period of the Contract's performance;
 - b. A hiring plan which includes job categories, expected total number of new hires and number of Section 3 hires, and beginning and ending work dates for expected new hires (FORM-5);
 - c. A training plan which includes anticipated areas and types of training (FORM-6); and
 - d. A description of the method used to develop the goals in part (i) and the methods through which these goals will be achieved, including the extent to which the preferences outlined herein above will be applied (form entitled "Efforts to Comply with Section 3 Hiring and Contracting Goals Narrative).
- ii. Maintain, and cause its subcontractors to maintain, a record of persons applying for positions throughout the term of the Contract. This record must include the applicant's name, address, family income, the date of the application and the disposition of same. This record should be

used by Subgrantee to achieve its Section 3 hiring goal. Hiring will be based first on the applicant's qualifications and second on the date of application.

- iii. Submit weekly certified payroll reports to the Department which identify whether each employee is a Section 3 resident, the actual residence of each employee, and other information as required (FORM-11). The first time that an employee's name appears on a payroll, the date that Subgrantee hired the employee should be written in after the employee's name. In addition Subgrantee must obtain, and cause its subcontractors to obtain, affidavits from new hires certifying their status as Section 3 residents (FORM-9). Affidavits must be submitted to the Department together with the certified payroll report the first time that the employee's name appears on the report. When a Section 3 employee is terminated, Subgrantee must submit to the Department together with the certified payroll report, an employee termination tracking form which identifies terminated Section 3 employees (FORM-12).
- iv. Exert maximum effort to achieve its Section 3 hiring goal. Subgrantee must send each labor organization or representative of workers with which Subgrantee has a collective bargaining agreement or other understanding a notice explaining Subgrantee's commitments under this Section. Subgrantee must also post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice must describe the Section 3 preference, must set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions and the qualifications for each; the name and location of the person taking applications for each of the positions; and the anticipated date the work will begin. Subgrantee may also utilize additional methods of filling vacancies.
- v. Document its efforts to affirmatively seek Section 3 residents by maintaining copies of advertisements and postings of job vacancies. Further, Subgrantee must maintain copies of letters, memos and records of telephone calls which request referral of applicants from training institutions.
- vi. Should Subgrantee, after exhausting all methods listed above, be unable to hire Section 3 residents in sufficient numbers, it must advise the Department in writing of its desire to obtain relief from these obligations. This request should be filed no later than five working days from Subgrantee's determination that it cannot comply. The request must be received and approved before another payout is made. Upon receiving this request, the City will examine Subgrantee's documentation of its efforts and will determine if relief will be granted.

SUBCONTRACTING OPPORTUNITIES

To ensure maximization of the use of Section 3 business concerns as subcontractors, Subgrantee is required to:

- A. Participate in a Pre-Award Conference at which time Subgrantee must submit a written plan with respect to the utilization of Section 3 business concerns as subcontractors. This written plan will include:
 - i. A goal expressed as a percentage of total planned subcontracting dollars for the utilization of Section 3 business concerns as subcontractors;
 - ii. The dollar amounts and types of all planned subcontracting, and whether it will be with Section 3 business concerns (FORM-7);
 - iii. A description of the method used to develop the goals in part (i) and the methods through which these goals will be achieved, including the extent to which the preferences outlined

hereinabove will be applied (form entitled "Efforts to Comply with Section 3 Hiring and Contracting Goals Narrative").

- B. Submit an affidavit of each subcontractor that is a Section 3 business concern at the Pre-Award Conference. If Subgrantee uses additional or substitute subcontractors during the term of the Contract, an affidavit for the new subcontractors must be submitted to the Department as soon as the subcontractor is selected (FORM-10).
- C. Subcontract, to the greatest extent feasible, with Section 3 business concerns. Subgrantee must document its efforts to subcontract, to the greatest extent feasible, with Section 3 business concerns by maintaining copies of letters, memos, and records of telephone calls requesting quotations from Section 3 business concerns. In addition, Subgrantee must submit to the Department a subcontractor activity report detailing the dollar amounts and types of actual subcontracting, and whether it is with Section 3 business concerns (FORM-8) as soon as the subcontractors are selected or at other times as determined by the Department.

COMPLIANCE WITH SECTION 3

Subgrantee must at all times fully cooperate with the City to demonstrate compliance with Section 3. Subgrantee must submit affidavits from all Section 3 resident new hires, subcontractor activity reports, and other documentation as may be required at such time intervals as herein stated or as otherwise may be determined by the Department. In addition, full access to Subgrantee's and subcontractors' employment records must be granted to the Department and the Chief Procurement Officer or his duly authorized representative.

Failure to comply with the Section 3 requirements may cause Subgrantee to be deemed a non-responsible bidder in future City contracts. Further, during the term of the Contract, failure or refusal to comply or provide satisfactory evidence of efforts to comply with Section 3 requirements set forth herein will constitute an event of default. In such case the City may invoke the remedies set forth in the Contract. In addition, such failure or refusal to comply may result in the Department of Housing and Urban Development rendering Subgrantee ineligible or debarred from participation on federally assisted projects.

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CONTRACTOR'S SECTION 3 COMPLIANCE STATEMENT

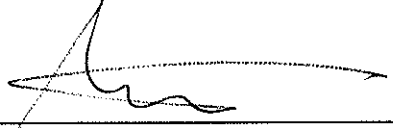
I have read and understand both Title 24 C.F.R. Part 135 (Section 3 Regulations), and the instructions to contractors regarding these regulations.

I will comply with all Section 3 requirements set forth therein for work to be performed on the HUD-funded projects. Further, I will take all necessary and reasonable steps to insure that all subcontractors performing on this project adhere to same.

I have not violated Section 3 and I will not contract with subcontractors that have violated Section 3 if I have notice or knowledge of such violation.

I will submit and insure the submission of all documents to the City of Chicago and HUD.

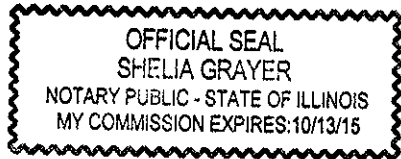
I understand that failure to carry out these requirements, constitutes a breach of contract which may result in the termination of this Agreement or other sanctions.


CONTRACTOR
7/22/15
DATE

(CORPORATE SEAL)

Subscribed and sworn to before me

this 22nd day of July, 2015
Shelia Grayer
Notary Public



My commission expires 10/13/15

Exhibit F
Delegate Agency Grant Agreement
Residential Flooding Assistance Program (RFAP)

INSURANCE REQUIREMENTS

A. The kinds and amounts of insurance required are as follows:

1) Workers Compensation and Employers Liability

Workers Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, independent contractors, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City of Chicago is to be named as an additional insured under the Subrecipient's and any subcontractor's policy. Such additional insured coverage shall be provided on ISO Endorsement Form CG 20 10 for ongoing operations or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Subrecipient's sole negligence or the additional insured's vicarious liability. Subrecipient's liability policy shall be primary without right of contribution by other insurance or self-insurance maintained by or available to the City. Subrecipient must ensure that the City is an additional insured on insurance required from subcontractors

Contractors and/or Subcontractors who performs work must maintain limits of not less than \$1,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work or Services to be performed, Subrecipient must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

4) Professional Liability

When any program managers/administrators or any other professional consultants perform work or Services in connection with this Agreement, Professional Liability Insurance covering errors, omissions, or negligent acts, must be maintained with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work or Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

When any architects or engineers perform professional services related to this Agreement, limits of not less than \$500,000 must be maintained with the same terms herein.

5) Property/Installation Floater

When any Subrecipient performs any construction, including improvements, betterments, and/or repairs, Subrecipient must provide or cause to be provided, All Risk Property/Installation Insurance at replacement cost to cover all loss or damage to materials, supplies, equipment, machinery and fixtures that are part of the structure/project.

Subrecipient is responsible for all loss or damage to personal property (including, materials, equipment, tools and supplies) owned, rented or used by Subrecipient,

B. Related Requirements

If the coverages have an expiration or renewal date occurring during the time for performance of this Agreement, Subrecipient must furnish renewal certificates to the email address and/or website location specified by the City. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Subrecipient is not a waiver by the City of any requirements for Subrecipient to obtain and maintain the specified coverages. Subrecipient must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Subrecipient of your obligation to provide insurance as specified here. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the City retains the right to stop work or Services or terminate this Agreement until proper evidence of insurance is provided.

The Subrecipient must provide for 30 days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

All deductibles or self- insured retentions on referenced insurance coverages must be borne by Subrecipient.

Subrecipient hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Subrecipient in no way limit Subrecipient's liabilities and responsibilities specified within this Agreement or by law.

Any insurance or self- insurance programs maintained by the City of Chicago do not contribute with insurance provided by Subrecipient under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Subrecipient maintains higher limits than the limits shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Subrecipient. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Subrecipient is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Subrecipient must require all Subcontractors to provide the insurance required in this Agreement or Subrecipient may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements of Subrecipient unless otherwise specified in this Agreement. Subrecipient must ensure that the City is an additional insured on Endorsement CG20 10 of insurance required from subcontractors.

If Subrecipient or Subcontractors desire additional coverages, the party desiring additional coverages is responsible for the acquisition and cost of such additional protection.

Notwithstanding any provisions in this Agreement to the contrary, the City of Chicago's Risk Management Department maintains the right to modify, delete, alter or change these requirements.

C. If you need additional information related to insurance, please call the office of the City Comptroller, at (312) 744-7923.

Exhibit G
Delegate Agency Grant Agreement
Residential Flooding Assistance Program (RFAP)

COMPLIANCE WITH REQUIREMENTS IN THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT, HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT, AND IMPLEMENTING REGULATIONS BUSINESS ASSOCIATE AGREEMENT

The City of Chicago ("City") and Subrecipient ("Business Associate") agree to the following terms and conditions, which are intended to comply with the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and their implementing regulations:

The terms below that are capitalized and in bold have the same meanings as set forth in the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, which is part of the American Recovery and Reinvestment Act of 2009, and the regulations promulgated thereunder, including the privacy, security, breach, omnibus, and enforcement rules, as each may be amended from time to time (collectively, "HIPAA"). See 45 CFR parts 160 and 164.

Specifically, the following terms used in the Business Associate Agreement shall have the same meaning as in HIPAA: **Breach, Business Associate, Data Aggregation, Designated Record Set, Disclosure, Financial Remuneration, Fundraising, Health Care Operations, Individual, Marketing, Minimum Necessary, Protected Health Information ("PHI"), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.** The term "**Breach**" has the meaning as set forth in HIPAA when capitalized below, but has the ordinary dictionary meaning when not capitalized below.

For purposes of this Business Associate Agreement, the term "Protected Health Information" or "PHI" includes electronic PHI, also known as ePHI.

1. **Interpretation of this Business Associate Agreement.** A reference in this Business Associate Agreement to HIPAA means the section in effect or as amended. If there is a dispute as to whether Business Associate is, in fact, a Business Associate, the Business Associate must provide a legal memorandum to the City indicating why the Business Associate does not fall under the definition of Business Associate in HIPAA. If the City disagrees with the legal memorandum regarding the Business Associate's conclusion that Business Associate is not a Business Associate, the City may choose to report a Breach to the Secretary or take other measures as deemed necessary to ensure the City's compliance with HIPAA. Any ambiguity or inconsistency in this Business Associate Agreement shall be resolved in favor of a meaning that permits City to comply with HIPAA.

2. **Amendment of this Business Associate Agreement.** The parties hereto agree to negotiate in good faith to amend this Business Associate Agreement from time to time as is necessary for City to comply with the requirements of HIPAA and for Business Associate to provide services to City. However, no change, amendment, or modification of this Business Associate Agreement shall be valid unless it is set forth in writing and signed by both parties.

3. **Designation of HIPAA Officer(s).** Business Associate agrees to designate, in writing, a HIPAA Privacy and Security Officer(s) who will communicate with the City's HIPAA Privacy and Security Officers for purposes of this Business Associate Agreement. Business Associate agrees to notify the City's HIPAA Privacy and Security Officers of such designation and the contact information of such officer(s):

Jennifer Herd
HIPAA Privacy Officer
312-747-9429
hipaaprivacyofficer@cityofchicago.org

Paul Bivian
HIPAA Security Officer
312-744-2250
hipaasecurityofficer@cityofchicago.org

apply to Business Associate with respect to such information, by entering into a contract or other arrangement that complies with HIPAA. An agent or subcontractor of a Business Associate is not permitted to use or disclose PHI in a manner that would not be permissible if done by the Business Associate. Business Associate will ensure that its subcontractors and agents to which Business Associate is permitted by this Business Associate Agreement or in writing by the City to disclose PHI agree to implement reasonable and appropriate safeguards to protect PHI. Business Associate will obtain reasonable assurances from any subcontractors and agents to which Business Associate discloses PHI that the subcontractor or agent will hold PHI in confidence and make further uses or disclosures of PHI only for the purpose for which Business Associate disclosed PHI to the subcontractor or agent or as Required By Law.

Business Associate will obtain reasonable assurances that any subcontractor or agent to which Business Associate discloses PHI will notify the Business Associate within 5 calendar days (who will, in turn, notify the City within 5 calendar days, as described below) of any instance in which the subcontractor or agent becomes aware of a Breach of unsecured PHI; possible Breach of unsecured PHI; any security incident of which it becomes aware, including: any attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI; or any attempted or successful interference with agent or subcontractor's system operations of which agent/subcontractor becomes aware.

Agent/subcontractor is not required to report the following types of unsuccessful security incidents: pings and other broadcast attacks on agent/subcontractor's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use, or disclosure of PHI.

If a delay is requested by a law enforcement official in accordance with 45 CFR 164.412, agent/subcontractor may delay notification to Business Associate for the time period specified in HIPAA. Agent or subcontractor's report will include the information described in 45 CFR 164.404(c) and such other information as the Business Associate or the City may reasonably request.

8. Reporting of Breaches, Potential Breaches, and Security Incidents. Business Associate must report to the City any use or disclosure of the PHI not provided for by this Business Associate Agreement of which it becomes aware, as well as any Breach of Unsecured PHI; potential Breach of unsecured PHI; any security incident of which it becomes aware; any attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI; or any attempted or successful interference with Business Associate's system operations of which Business Associate becomes aware.

Business Associate will make the report to the City's HIPAA Privacy and Security Officers not more than five (5) calendar days after Business Associate discovers such non-permitted use or disclosure, Breach, security incident, or other incident as described above. Business Associate shall provide any reports or notices required by HIPAA as a result of Business Associate's Breach. On behalf of the City, Business Associate will provide such reports or notices to any party or entity (including but not limited to media, Secretary, and individuals affected by the Breach) entitled by law to receive the reports or notices. Business Associate agrees to pay the costs associated with notifying individuals affected by the Breach, which may include, but are not limited to, paper, printing, and mailing costs.

Business Associate is not required to report the following types of unsuccessful security incidents: pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use, or disclosure of PHI.

If a delay is requested by a law enforcement official in accordance with 45 CFR 164.412, Business Associate may delay notifying City for the time period specified in HIPAA. Business Associate's report will include the information described in 45 CFR 164.404(c) and such other information as the City may reasonably request.

9. Mitigation and Penalties. Business Associate must mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Breach or of a use or disclosure of PHI by Business Associate in violation of the requirements of this Business Associate Agreement. Business Associate shall take reasonable steps to put corrective measures in place to prevent future Breaches (such as retraining employees and upgrading security systems). At the City's request, Business Associate shall take reasonable steps to mitigate the harm to affected Individuals whose PHI has been or may have been compromised as a result of a Breach by Business Associate, including obtaining credit monitoring services and offering identity theft insurance. To the extent that the City incurs civil or criminal monetary penalties as a result of a Breach by the Business Associate, the Business Associate agrees to reimburse the City for such penalties.
10. Designated Record Sets - Access. If the Business Associate has PHI in a Designated Record Set, then Business Associate must provide access to or otherwise make available, at the request of the City, and in the time and manner designated by the City, PHI in a Designated Record Set, to the City or, as directed by City, to an Individual or the individual's designee, in order to meet the requirements under 45 CFR 164.524.
11. Designated Record Sets – Amendments. If the Business Associate has PHI in a Designated Record Set, then Business Associate must make any amendments to PHI in a Designated Record Set that the City directs or agrees to pursuant to 45 CFR 164.526 at the request of the City or an Individual, and in the time and manner designated by the City, or take other measures as necessary to satisfy the City's obligations under 45 CFR 164.526.
12. Internal Practices, Books, and Records. Business Associate must make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the City available to the Secretary for purposes of determining compliance with HIPAA. Business Associate also must make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, the City available to the City in a time and manner designated by the City, for purposes of the Secretary determining City's compliance with HIPAA.
13. Accounting of Disclosures - Documentation. Business Associate must document the disclosures of PHI and information relating to such disclosures as would be required for City to respond to a request by an individual for an accounting of disclosures of PHI in accordance with HIPAA, specifically 45 CFR 164.528.
14. Accounting of Disclosures – Provision of Information. Business Associate must provide to City or an individual, in time and manner designated by City, information collected which relates to the disclosure of PHI, to permit City to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. If the Business Associate receives a request for accounting of disclosures directly from the individual, the Business Associate must respond to such request for an accounting of disclosures, provide the accounting of disclosures to the individual within the time required by 45 CFR 164.528, and provide the information regarding such request to the City, in the time and manner designated by the City.
15. Survival, Termination, and Return or Destruction of PHI. Upon termination of this Business Associate Agreement for any reason, the Business Associate's obligations under these contractual obligations shall survive termination and remain in effect:
- (a) until Business Associate has completed the return or destruction (in accordance with the United States Department of Health and Human Services' Guidance to Render Unsecured Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals, or successor guidance documents), at the City's option, of all of the PHI provided by City to Business Associate, or created, maintained, or received by Business Associate on behalf of City, and

(b) to the extent that Business Associate retains any PHI, e.g., Business Associate retains only the PHI which is necessary for its own management and administration or to carry out its legal responsibilities.

Upon the expiration or termination of the underlying Agreement, if feasible, the Business Associate must either:

(1) return all PHI received from the City, or created, maintained, or received by Business Associate on behalf of the City, which the Business Associate still maintains in any form, to the City or

(2) destroy it, at the City's option (in accordance with the United States Department of Health and Human Services' Guidance to Render Unsecured Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals, or successor guidance documents).

This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

If Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If it is infeasible for Business Associate to obtain, from a subcontractor or agent any PHI in the possession of the subcontractor or agent, Business Associate shall require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Business Associate Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Business Associate Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

In the event of a breach of the terms of these contractual obligations, the cure and remedies of the Agreement shall govern. HIPAA's privacy rule (45 CFR § 164.504(e)(2)) requires that the Business Associate will authorize termination of this Business Associate Agreement by the City, if the City determines that the Business Associate has violated a material term of these contractual obligations.

16. Compliance with Obligations. To the extent the Business Associate is to carry out one or more of City's obligation(s) under Subpart E of 45 CFR Part 164, the Business Associate must comply with the requirements of Subpart E that apply to the City in the performance of such obligation(s). Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the City.

17. No Third Party Rights. The terms and conditions of this Business Associate Agreement are intended for the sole benefit of Business Associate and City and do not create any third party rights.

18. Governing Law. To the extent not preempted by federal law, the Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

Form RFAP 2015: to be used only for Delegate Agency Grant Agreements funded wholly through the U.S. Department of Housing and Urban Development's Community Development Block Grant Disaster Recovery Program (Rev 6/15)

Signature page to Delegate Agency Grant Agreement

Name of Delegate Agency: <i>Center for Neighborhood Technology</i>	Contract (P.O.) Number: <i>32651</i>
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Signed at Chicago, Illinois:

City Approval	Delegate Agency Acceptance
Typed Name and Title of Approving City Official: <i>PATRICIA A. SUDRERO for</i> <i>ANDREW J. MOONEY</i> Commissioner, Department of Planning and Development	Typed Name and Title of Authorized Delegate Agency Official (executive director or corp. president) ¹ : <i>Stephen A. Perkins</i> <i>Senior Vice President</i>
Signature of Approving City Official: <i>Patricia A. Sudrero</i>	Signature of Approving Delegate Agency Official: <i>Stephen A. Perkins</i>
Date of Signature: <i>7-29-15</i>	Date of Signature: <i>7/22/15</i>

Notarization of signature of Delegate Agency Official:

State of Illinois
County of COOK

This instrument was acknowledged before me on 07-22-2015 (date) by Stephen A. Perkins (name/s of person/s) as Senior Vice President (type of authority, e.g., officer, trustee, etc.) of Center for Neighborhood Technology (name of party on behalf of whom instrument was executed).

Signature of Notary Public

SEAL:

Shelia Grayzer



¹ If this Agreement is signed by any individual other than the corporate president or the executive director of Delegate Agency, attach a copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, that permits the individual to sign the Agreement for Delegate Agency.

EXHIBIT B

CONTRACTOR PARTICIPATION REQUIREMENTS

As of the Effective Date, and at all times during the Term, Contractor will meet the following requirements:

1. Contractor will provide the name, contact information and other information reasonably requested by CNT for each Contractor Party who is performing work in connection with the Program. Contractor will update such information by written notice to CNT as necessary.
2. Contractor will treat all Customers and CNT program staff, as well as the staff of any Program Partners, with courtesy and respect.
3. Contractor will install all equipment in accordance with the manufacturer's requirements and local code requirements.
4. Contractor will not perform any work different from or beyond the scope approved by a Customer without first obtaining the Customer's written approval to such modification and informing CNT of such modification.
5. Contractor will fully inform and obtain the prior written approval of CNT and any Customer before performing work on the Customer's property.
6. Contractor will communicate openly with CNT staff to seek assistance as needed for technical or administrative matters pertaining to the Program. This includes, without limitation, notifying CNT of Customer issues, any accident or occurrence by Contractor at a Customer's property and unexpected circumstances identified during construction. Contractor will also provide feedback to CNT on issues pertaining to the Program design or administration, or the Contractor's experiences in general.
7. Contractor will provide superior customer service and deliver a positive experience for all Customers which will include, but not be limited to:
 - a. Contractor will promptly respond to all Customer inquiries and Program staff inquiries. This means routinely responding to most inquiries received on a business day that same day and returning all electronic messages or phone calls within two (2) business days.
 - b. Contractor will keep all Customer appointments and arrive promptly at scheduled times. Contractor will call Customers to inform them of any changes or if circumstances prevent prompt arrival for a scheduled appointment.
 - c. Contractor will set appropriate Customer expectations and meet them. This includes informing Customers of any actions that may be needed by the Customer prior to signing a contract to perform work (e.g. ensure a Customer understands that items must be removed from the attic prior to start of the insulation, etc.). This applies to timeframes, pricing, quality of work and all other Customer expectations.
 - d. Contractor will treat Customer's properties with the utmost care and respect. Contractor will avoid creating dust and debris, clean-up any dust, debris or waste generated and generally leave each Customer's property as clean as or cleaner than

Contractor found it. Contractors are strongly encouraged to wear disposable foot covers when conducting assessments or entering a non-work area of a Customer property. Contractor must ask and receive permission from the occupants of a Customer property prior to moving items or utilizing restrooms.

- e. Contractor will ensure any drywall patches are “prepped to paint” when job is complete.
8. Contractor will establish and maintain (including necessary updates) a system of quality assurance (“QA”) and quality control (“QC”), both for technical aspects (assessment, measurement and construction), and for customer service and satisfaction.
9. When providing assessments:
 - a. Contractor will offer Customers an assessment appointment within ten (10) calendar days from the initial inquiry from the Customer. In the event Contractor is temporarily unable to meet this requirement for scheduling or staffing reasons, Contractor must immediately notify CNT in advance so that CNT may, at its discretion, pause referrals or adjust Customer expectations; and
 - b. Contractor will deliver (electronic or hardcopy) completed assessment reports (with a work proposal if applicable) promptly upon completion of the assessment visit. In the majority of cases, the assessment report shall be delivered within one business day. In no case shall the assessment report be delivered more than five (5) business days of the completed assessment visit.
10. When providing upgrades, Contractor will be able to offer Customers a construction date within fourteen (14) calendar days of the Customer signing a contract with Contractor and complete the construction within the minimum number of days onsite that is reasonably possible without impeding the quality of the work. If Contractor is temporarily unable to meet this requirement for scheduling or staffing reasons, Contractor must immediately notify CNT in advance so that CNT may, at its discretion, pause referrals or adjust Customer expectations.
11. Contractor will provide proposals and invoices with clear scopes of work and pricing and have the proposal available onsite whenever work is being performed. Specifically, proposals and invoices must include the cost of labor and materials as separate line items.
12. Contractor must report each job completed with a Customer according to CNT’s reporting requirements.
13. Contractor will participate in an orientation meeting with CNT staff and certain other meetings with CNT staff as requested to review Contractor’s obligations and performance in the Program, or for other purposes related to this Agreement. Contractor agrees to also review information distributed by CNT by electronic message or other means and promptly reply to requests for information by Program staff.
14. Contractor will provide Customers with a written warranty of labor and materials for a minimum of one (1) year from the date the service is performed. Equipment installed shall carry the manufacturer’s warranty.
15. If requested by CNT, Contractor will conduct background checks of any personnel who will have customer contact and/or significant Program responsibility. If requested by CNT, Contractor will conduct a criminal background check and any other investigation that Contractor deems necessary or advisable (collectively “background checks”) on any employee, agent,

subcontractor or representative who will be utilized by the Contractor (collectively “Contractor personnel”) on a project referred through the Program. The purpose of these background checks will be to ensure that no Contractor personnel pose a threat to the health or safety of any person or property in connection with the Program. Contractor shall be solely responsible for the cost and expense of all background checks, and for reviewing the results of all background checks. Performance of any work in connection with the Program by Contractor personnel shall constitute Contractor’s certification that such background checks have been conducted on such Contractor personnel and are satisfactory to ensure compliance with this Agreement. Upon request by CNT, Contractor will provide further written assurance of compliance with this section, which may include copies of such background checks and/or an attestation of compliance signed by a principal of Contractor. Additionally, background checks may be required for Contractor’s owner(s), principal(s), officer(s) and/or director(s).

16. Contractor will properly represent its relationship to CNT and Program Partners and its role in the Program to all third parties, including Customers. Specifically, Contractor is an independent contractor and a qualified participant in the Program. Contractor shall not represent itself as working for, or certified by CNT or any Program Partner. Contractor agrees and acknowledges that participation in the Program does not constitute an endorsement of any kind on the part of CNT or any Program Partner. Contractor shall not claim, either explicitly or implicitly, any such endorsement.
17. Contractor shall maintain all required business licenses, permits and certifications as required by this Agreement. Contractor shall not perform any Program work unless it has the required certifications to do so.
18. Ensure that jobs are executed in a manner which does not create environmental, occupational, health or safety hazards for construction personnel or occupants.
19. Contractor will ensure that all waste from job sites is properly disposed of in accordance with local requirements.