

## Contract Summary Sheet

**Contract (PO) Number:** 3186

**Specification Number:** 16088

**Name of Contractor:** HERMOSA COMMUNITY ORGANIZAT 01

**City Department:** DEPARTMENT OF HUMAN SERVICES

**Title of Contract:** FY 04 CDBG YOUTH DEVELOPMENT

**Term of Contract: Start Date:** 1/1/04

**End Date:** 12/31/04

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

\$47,500.00

**Brief Description of Work:** FY 04 CDBG YOUTH DEVELOPMENT

**Procurement Services Contact Person:** LISA BUTTS

**Vendor Number:** 1071146

**Submission Date:**

**DEC 3 1 2003**

Blanket P.O. Number: 3186  
Department No.: HS-2607  
Vendor Code: 1071146 A  
Fund Account: 720-53-2575-0135-0135-2575

Scan

**DELEGATE AGENCY AGREEMENT  
BETWEEN  
THE CITY OF CHICAGO  
DEPARTMENT OF HUMAN SERVICES**

**and**

**HERMOSA COMMUNITY ORGANIZATION  
(CDBG Program)**

**Catalog of Federal Domestic Assistance**

**Number: 14.218**

**Richard M. Daley, Mayor**

## AGREEMENT

This ("Agreement") is entered into as of this 1st day of January, 2004 by and between HERMOSA COMMUNITY ORGANIZATION, a corporation ("Contractor"), located at 1921 N. Kedvale Chicago, IL 60639, and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its DEPARTMENT OF HUMAN SERVICES ("Department"), whose mailing address is: Commissioner, City of Chicago, Department of Human Services, 1615 West Chicago Avenue, Chicago, Illinois 60622-5127.

## BACKGROUND INFORMATION

The City has received Community Development Block Grant ("CDBG") funds pursuant to the Housing and Community Development Act of 1974. CDBG funds are to be used for the development of viable urban communities, by providing decent housing, a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income.

The City Council of Chicago has appropriated CDBG funds to be used for Youth Development Services [program name] and the City desires to enter into this Agreement to provide such housing, living environment and economic opportunities.

The Contractor represents that it has the professional experience and expertise to provide these services to the full satisfaction of the City and that it is ready, willing and able to enter into this Agreement.

## TERMS AND CONDITIONS

### Article 1 Term and Funding

The Background Information is incorporated here by reference.

This Agreement will take effect as of 01/01/2004 and continue through 12/31/2004 ("Term"), or until the Services are completed or until this Agreement is terminated, whichever occurs first. Contractor will complete the Services to the satisfaction of the City no later than 12/31/2004.

Any payments under this Agreement will be made from Fund Number 720-53-2575-0135-0135-2575 and are subject to annual appropriation and availability of funds. The maximum compensation that Contractor may be paid under this Agreement, without an amendment to this Agreement authorizing a higher amount, is \$ 47,500. (the "Maximum Compensation"). This amount is reflected in the Budget Summary attached as Exhibit C and incorporated by reference.

If funds are available, the City may increase the Compensation to you, but any such increase is subject to your submission of a satisfactory revised Budget Summary that reflects the additional funds and the cumulative Compensation. Once approved by the City in a manner authorized by applicable law, the revised Budget Summary will supersede the one attached in Exhibit C. The revised Budget Summary will be designated "Exhibit C-1" and become part of this Agreement.

**Now, Therefore**, the parties agree as follows:

## **ARTICLE 2** **FUNDING CHANGES, TERM CHANGES**

### **2.1 DEOBLIGATION / REPROGRAMMING OF FUNDS**

The City, in its sole discretion, may reduce the Compensation at any time, upon written notice to you. Upon reduction of the Compensation, you will fully cooperate with the City's deobligation and/or reprogramming of funds.

### **2.2 EXTENSION OPTION**

The City may, if in accordance with applicable law, before this Agreement expires, extend it for up to 2 additional years, each period not to exceed 1 year, by written notice to you.

### **2.3 EARLY TERMINATION**

The City may terminate this Agreement, or any portion of it remaining to be performed, at any time, upon written notice to you. If the Agreement is terminated by the City, 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 Chief Procurement Officer. Payment made by the City, pursuant to such proration, will be in full settlement for all Services rendered by you.

### **2.4 YOUR CONTRIBUTIONS**

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

### **2.5 NON-APPROPRIATION**

If no funds or insufficient funds are appropriated and budgeted in any City fiscal period for payments to be made under this Agreement, the City will notify you in writing of such occurrence and 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. 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.

## **ARTICLE 3** **YOUR DUTIES**

### **3.1 SCOPE OF SERVICES (WORK PROGRAM)**

You will carry out the Services pursuant to the Scope of Services (Work Program), attached as Exhibit B and incorporated by reference, and the Budget Summary, attached as Exhibit C and incorporated by reference, 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.

### **3.2 YOUR PERSONNEL**

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 licenced, 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, licences, resumes and job descriptions.

### **3.3 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"). Municipal Code of the City of

Chicago (the "Municipal Code") Section 2-92-420 et seq.

- B. If, however, your Scope of Services (Work Program) includes construction, renovation, rehabilitation or facility enhancement, you must comply with the MBE/WBE Ordinance, except to the extent waived by the Chief Procurement Officer.

### 3.4 NON-DISCRIMINATION

#### A. Legal Requirements

In performing the services under this Agreement and in your employment practices you must comply with the Civil Rights Act of 1964, 42 U.S.C. § 2000 et seq.; Executive Order No. 11246, as amended by Executive Order No. 11375 and by Executive Order No. 12086; the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6106; 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 C.F.R. part 60; 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, Chicago Human Rights Ordinance, Municipal Code § 2-160-010, and all other applicable federal statutes, regulations and other laws.

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.

B. 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.

### 3.5 INSURANCE

You must provide and maintain or cause to be provided during the time for performance of this Agreement the insurance coverages and requirements specified in Exhibit E, insuring all operations related to this Agreement. You must submit Certificates of Insurance of the required coverage's prior to this Agreement being fully executed to:

City of Chicago  
Comptroller's Office  
Federal Funds Insurance Unit  
33 North LaSalle Street  
Room 800  
Chicago, Illinois 60602

### 3.6 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 time for performance of this Agreement or as the result of or during your performance of Services beyond the Time for performance. 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 3.6. 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.

### **3.7 NON-EXPENDABLE PERSONAL PROPERTY**

You will comply with all Federal, State and Local laws and ordinances regarding property management.

You will request and receive written authorization from the City 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 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.

### **3.8 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 1 copy of the subcontract for distribution to the Chief Procurement Officer and 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.

### **3.9 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 Subpart J, 570.000(a) of the CDBG Regulations.

### **3.10 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 CDBG funds will be used to acquire, construct or rehabilitate is not your primary place of worship; and
  - ii. CDBG 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 24 CFR 84.32.

### **3.11 DRUG-FREE WORKPLACE**

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 C.F.R. Part 24, Subpart F), 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.

### **3.12 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. You will conspicuously acknowledge the co-sponsorship of the City 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 4** **REPORTING, MONITORING & DOCUMENTATION**

### **4.1 REPORTING REQUIREMENTS**

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

### **4.2 RECORDS**

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 will keep them open to audit, inspection, copying, abstracting and transcription, and will make these records available to the City, the United States Comptroller General or the Auditor General of the State of Illinois at reasonable times during the performance of your Services.

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, the U.S. Comptroller General and Auditor General of the State of Illinois 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 the applicable OMB Circulars A-21, A-87, A-102, A-110, A-122 and A-133.

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.

#### 4.3 AUDIT REQUIREMENT

If you are a not-for-profit corporation and are expending federal funds under this and other agreements totaling \$500,000 or more during your fiscal year, you must submit an audit conducted in accordance with OMB Circular A-133 (entitled "Audits of States, Local Governments and Non-Profit Organizations"), the compliance requirements set forth in OMB Compliance Supplement, and any additional testing and reporting required by the City. If an A-133 audit is required, that audit must cover the time period specified by OMB Circular A-133 and its implementing regulations. Organization-wide audited financial statements must, at a minimum, cover the time for performance of this Agreement.

If you are a for-profit entity, then you are subject to the annual audit requirements under generally accepted government auditing standards (Government Auditing Standards) promulgated by the Comptroller General of the United States (for-profit entities).

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, "limited scope audits" of specific compliance areas.

You must submit the audit reports within 6 months after the end of the audit period. You must submit the audit, within this time frame, to the Department and to:

City Department of Finance  
Internal Audit  
Audit Compliance Unit  
33 North LaSalle Street, Room 800  
Chicago, Illinois 60602.

If an OMB audit is required, you will also send a copy of the audit, within the same time frame indicated in Sec. 320 of OMB Circular A-133, to:

Federal Audit Clearinghouse

Bureau of the Census  
1201 E. 10th Street  
Jeffersonville, IN 47132

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 the City Department of Finance.

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).

The City may in its sole discretion audit your records or those of your Subcontractors, or both, at any time during the time for performance of this Contract or within 5 years after the Contract ends, in connection with the goods, work, or services provided under this Contract. 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.

Your failure to reimburse the City in accordance with A or B above is an event of default under this Contract, and you will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

#### 4.4 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 of the Department ("Commissioner"). You will implement measures to ensure that your staff and your Subcontractors will be bound by this Section.
- B. You will 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.

When 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 will 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 here, the capitalized terms in Exhibit A-1.3 will have the same meaning as set forth in the Health Insurance Portability and Accountability Act (Act). See 45 CFR parts 160 and 164. You and all your Subcontractors must comply with the Act and all rules and regulations applicable to it including the Privacy Rule, which sets forth the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164 subparts A and E; and the Standards for Electronic Transactions, which are located at 45 CFR parts 160 and 162.

Additionally, if you are a Business Associate you must comply with all requirements of the Act applicable to Business Associates including the provisions contained in Exhibit A-1.3.

If you fail to comply with the applicable provisions under the Act, such failures will constitute an event of default under this Agreement for which no opportunity for cure will be provided.

#### 4.5 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 will 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 will respond within 2 weeks to questionnaires, if any, regarding demographics, staff, quality, etc., from the Department.

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

### ARTICLE 5 COMPENSATION

#### 5.1 BASIS OF PAYMENT

You will be compensated for Services performed and/or costs expended pursuant to the Budget Summary(ies) contained in Exhibit C, which is attached and incorporated by reference.

#### 5.2 METHOD OF PAYMENT

You will submit MONTHLY requisitions for reimbursement identifying the payment due for the Services and/or costs expended in such detail and supported by such documents as the City may require. The requisitions for reimbursement will be on a form provided and approved by the City. The City will process the payment within 60 calendar days following submission.

The requests for reimbursement and supporting documents will be sent to the Department's

Mailing Address noted in the preamble of this Agreement.

You waive all rights to payment if the request for reimbursement is submitted later than 45 calendar days following the termination or completion of this Agreement. Costs incurred by you after the expiration date or after earlier termination of this Agreement will not be paid by the City.

### **5.3 REDUCTION OF COMPENSATION**

If, after this Agreement is signed, anticipated federal and/or state funding is reduced for any reason, then the City reserves the right upon written notice to you to reduce or modify the amount of the payments to be issued to you under this Agreement. If 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, pursuant to a reduction in federal and/or state funding, the City reduces the compensation to be paid to you under this Agreement, you will have 30 calendar days, from the date of the receipt 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 the compensation 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 the Agreement. Upon final approval by the City's authorized officers the Revised Submittal will become a part of this Agreement superseding the relevant previous documents.

### **5.4 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 6** **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 7** **DISPUTES**

Except as otherwise provided in this Agreement, you will, and the City may, in writing, bring any dispute concerning a question of fact arising under this Agreement, to the Chief Procurement Officer for decision. The Chief Procurement Officer will issue a written decision and mail or otherwise furnish a copy of it to you. The decision of the Chief Procurement Officer is final and binding upon 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, Room 301, Bid and Bond Room.)

## **ARTICLE 8** **EVENTS OF DEFAULT & REMEDIES**

### **8.1 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 due to a reason or circumstances within your reasonable control;
  - ii. 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;
  - iii. Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
  - iv. Discontinuance of the Services for reasons or circumstances within your reasonable control; and
  - v. Failure to comply with a material term or condition of this Agreement including, but not limited to, the provisions concerning insurance and nondiscrimination.
- C. Your default under any other agreement you may presently have or may enter into with the City during the time for performance of this Agreement. You consent that in the event of a default under this Agreement, the City may also declare a default under any other agreements with the City.

## 8.2 REMEDIES

Upon the City's determination that an event of default has occurred, the City will give notice of such occurrence to you in accordance with the terms and conditions of this Agreement ("Cure Notice"). If you fail to cure the event of default within 30 calendar days after the Cure Notice is given, or if you have failed, in the sole opinion of the City, to commence and continue diligent efforts to cure the event of default, or if the event of default cannot reasonably be cured within 30 calendar days after the Cure Notice is given, then the City may, in the sole discretion of the City, declare you to be in default under this Agreement. The decision to declare you to be in default is

within the sole discretion of the Chief Procurement Officer (or, if otherwise provided by law then of the official so designated by law), the decision is final and binding upon you, and neither that decision nor the factual basis for it is subject to review or challenge.

If the Chief Procurement Officer (or other legally designated official, as applicable) determines that you are in default under this Agreement, written notification of this determination ("Default Notice") will be provided to you, and the Default Notice will include notice of the decision of the Chief Procurement Officer (or other legally designated official, as applicable) to terminate this Agreement, if that is his such decision. Upon the City's giving the Default Notice, you will discontinue any services, unless otherwise directed in the notice, and will deliver all materials accumulated in the performance of this Agreement, whether completed or in the 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 remedy against you;
- D. The right to money damages;
- E. The right to withhold all or any part of your compensation; and
- F. The right to deem you non-responsible in future contracts to be awarded by 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 does the City thereby 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.

### 8.3 RIGHT TO OFFSET

To the extent permitted by applicable law:

- A. In connection with performance under this Agreement, the City may offset any excess costs incurred over what the City would have incurred without your breach or overcharge:
  - (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 8.2 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 excess costs 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 excess costs, you are liable for and must promptly remit to the City the difference 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. In connection with Section 2-92-380 of the Municipal Code of Chicago 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 the determination or resolution.

#### **8.4 SUSPENSION OF SERVICES**

The City may, at any time, request that you suspend the Services, or any part of them, by giving 15 calendar days prior written notice to you or upon no notice in the event of emergency. 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 Chief Procurement Officer (or other legally designated official, as applicable) and you when necessary for continuation or completion of the Services. Any additional costs or expenses actually incurred by you as a result of recommencing the Services will be treated in accordance with this Agreement.

No suspension will, in the aggregate, exceed a period of 45 calendar days within any one contract year. 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 by the City.

#### **8.5 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 Chief Procurement Officer (or other legally designated official, as applicable).

### **ARTICLE 9** **MISCELLANEOUS PROVISIONS**

#### **9.1 WARRANTIES AND REPRESENTATIONS**

In connection with the execution of this Agreement, you:

- A. warrant that you are financially solvent; that you and each of your employees, agents, Subcontractors of any tier are competent to perform the Services; that you are legally authorized to execute and perform the Services; and
- B. warrant that 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 of Chicago'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. warrant that you will not knowingly use the services of any ineligible Subcontractor or consultant for any purpose in the performance of your Services; and
- D. warrant that you and, to the best of your knowledge, your Subcontractors, are not in default at the time of the execution of this Agreement, or 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; and

- E. warrant that you understand the nature of the Services required; that from your own analysis you have satisfied yourself as to the nature of all things needed for the performance of this Agreement, the terms and conditions, and all other matters which in any way may affect this Agreement or its performance; that the time available to you for such examination, analysis, and preparation was adequate; and
- F. warrant that performance of this Agreement is feasible and that you can and will perform, or cause to be performed, the Services in strict accordance with this Agreement; and
- G. represent that you and, to the best of your knowledge, your Subcontractors are not in violation of the provisions of Section 2-92-320 of the Municipal Code, the Illinois Criminal Code, 720 ILCS 5/33E-1 *et seq.*, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1.

## **9.2 INSPECTOR GENERAL**

It will be the duty of any bidder, proposer, or contractor, Subcontractor, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any such bidder, proposer, contractor, or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code; that you understand and will abide by all provisions of Chapter 2-56 of the Municipal Code and that you will inform Subcontractors of this provision and require their compliance.

## **9.3 WHOLE AGREEMENT-INTEGRATION**

This Agreement, including attached Exhibits A through E (or F, depending on whether a construction or rehabilitation project is involved), 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. 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.

## **9.4 MODIFICATIONS AND AMENDMENTS**

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.

## **9.5 COMPLIANCE WITH ALL LAWS**

You will comply with all applicable laws, ordinances and executive orders and regulations of the federal, state, local and city government, which may in any manner affect the performance of this Agreement.

## **9.6 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.

## **9.7 NO FEDERAL OR STATE 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.

#### **9.8 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.

#### **9.9 INDEPENDENT CONTRACTOR**

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.

#### **9.10 INTERNATIONAL ANTI-BOYCOTT**

You certify that neither you nor any substantially owned affiliate 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.

#### **9.11 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.

#### **9.12 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.

#### **9.13 ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT**

You will provide the City with a correctly completed Economic Disclosure Statement and Affidavit (EDS), which is attached as Exhibit D and 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 to be attached under Exhibit D and 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.

#### **9.14 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 OMB Circular A-110 and 24 C.F.R. 84, 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 Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 (1989), as amended.

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).

#### **9.15 COOPERATION WITH CITY**

You will cooperate fully with the City and act in the City's best interests. 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.

#### **9.16 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.

#### **9.17 GOVERNING LAW**

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

#### **9.18 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.

#### **9.19 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. Except as otherwise provided in Article 14, 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.

#### **9.20 NONASSIGNABILITY**

You will not assign all or any part of your work or responsibilities under this Agreement without the prior written consent of the Chief Procurement Officer and the Commissioner; 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 Chief Procurement Officer 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.

#### **9.21 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.

#### **9.22 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.

### **ARTICLE 10** **NOTICES**

- A. All notices and communications to be provided by you and 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 in the preamble to this Agreement;

and

Department of Procurement Services  
City Hall, Room 403  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Chief Procurement Officer

With Copies to:  
Department of Law  
City Hall, Room 600  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Corporation Counsel

If to Contractor:

Your mailing address noted in the preamble to this Agreement.

**Notices and communications delivered by mail are deemed received 3 business days after mailing in accordance with this Article 10. Communications delivered personally are be 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. You must notify the City of any significant change in your organizational structure. Significant changes include, but are not limited to, changes in:
- A. the official(s) to whom notice regarding the Agreement is provided and their mailing address;
  - B. the officers of the corporation, including president, chairman, vice president, treasurer, secretary; and
  - C. the key staff of the agency and/or your program sites, including executive director, site director, fiscal director; and site address or agency official address, telephone numbers.

Such notification must be directed within 10 calendar days of the change to the Department's mailing address noted in the preamble.

**ARTICLE 11**  
**BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS**

Under Section 2-156-030(b) of the Municipal Code of the City of Chicago, 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 of Chicago.

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 of any entity in which an official or his or her spouse 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 with an entity when such spouse has no

discretion concerning or input relating to the relationship between that entity and the City.

## ARTICLE 12 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 of Chicago 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 time for performance of this Agreement when the conditions set forth in

C.i. and C.ii. above are met, and will continue until the end of the time for performance of this Agreement.

- E. As of July 1, 2003, the Base Wage became \$9.20, 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 time for performance of this Agreement, 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 13 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.

**ARTICLE 14**  
**CDBG AND OTHER PROVISIONS**

Additional provisions of this Agreement are listed in Exhibit A. Those in Exhibit F apply only if construction and rehabilitation activities are involved under this Agreement. Exhibits A and F are attached and incorporated by reference. All provisions listed in Exhibits A and F have the same force and effect as if they had been listed in the body of this Agreement.

**EXHIBIT A**  
**ADDITIONAL AGREEMENT PROVISIONS FOR**  
**UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**A-1.1 NATIONAL OBJECTIVE**

This Form Is To Be Used Only For Delegate Agency Agreements Funded Wholly Through The United States Department Of Housing And Urban Development's Community Development Block Grant Program (Year XXX) (Revised 10/2/03).

You will perform the Services hereunder in a manner that complies with a criterion for national objectives described in 24 C.F.R. § 570.208.

#### A-1.2 COMPLIANCE WITH CDBG REGULATIONS

You must comply with, and certify that you are in compliance with, all the provisions and regulations of the CDBG Program, and all related City of Chicago, State of Illinois and United States rules, regulations and requirements, including, but not limited to: the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301 *et seq.* and implementing regulations at 24 C.F.R. Part 570); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*); Civil Rights Act of 1991; Fair Housing Act (42 U.S.C. § 3601 *et seq.*); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*); Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*); Davis-Bacon Act, as amended (40 U.S.C. §§ 276a - 276a-5); Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-33 as supplemented by 29 C.F.R. Part 5 and 29 C.F.R. Part 1926); National Environmental Policy Act of 1969 (24 C.F.R. Part 58); Clean Air Act (42 U.S.C. §7401 *et seq.*); Federal Water Pollution Control Act ("Clean Water Act") (33 U.S.C. § 1251 *et seq.*); Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15); you must report all violations and must require all Subcontractors to report all violations of the Clean Air Act and/or the Clean Water Act to the City, HUD and the appropriate Regional Office of the U.S. Environmental Protection Agency; Flood Disaster Protection Act of 1973 (42 U.S.C. § 4106 *et seq.*); Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601); Executive Order 11246, as amended by Executive Orders 12086 and 11375; Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 *et seq.*); 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 C.F.R. Part 35; Executive Order 12372; Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 276(c) as supplemented by 29 C.F.R. Part 3); Federal Fair Labor Standards Act (29 U.S.C. § 201 *et seq.*); the Uniform Administrative Requirements contained in 24 C.F.R. Parts 84 and 85, as amended; Hatch Act 5 U.S.C. §§ 1501-08 and 7324-28); Byrd "Anti-Lobbying" Amendment (31 U.S.C. § 1352); 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); Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 *et seq.* (in accordance therewith, you certify or affirm the truthfulness and accuracy of any statement you have made, you make, or you may make pertaining to this Agreement); and Debarment and Suspension (24 C.F.R. § 85.35 and Executive Orders 12549 and 12689). Additionally, you must comply with the applicable provisions of OMB Circulars A-21, A-87, A-102, A-110, A-122 and A-133 as amended, succeeded or revised.

### **A-1.3 COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) REQUIREMENTS**

1. Contractor must not use or further disclose Protected Health Information ("PHI") other than as permitted or required by this Agreement or as Required by Law. (<http://www.hhs.gov/ocr/hipaa/>)
2. Contractor must use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement.
3. Contractor must mitigate to the extent practicable any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement.
4. Contractor must report any use or disclosure of the PHI not provided for by this Agreement to the City.
5. Contractor must ensure that any agent, including a Subcontractor, to whom it provides PHI received from, or created or received by Contractor on behalf of the City agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
6. If the Contractor has PHI in a Designated Record Set then Contractor must provide access, at the request of the City, and in the time and manner designated by the City, to PHI in a Designated Record Set, to City or, as directed by City, to an Individual in order to meet the requirements under 45 CFR 164.524.
7. If the Contractor has PHI in a Designated Record Set then Contractor 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 City or an Individual, and in the time and manner designated by City.
8. Contractor must make internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of, City available to the City, or at the request of the City to the Secretary, in a time and manner designated by the City or the Secretary, for purposes of the Secretary determining City's compliance with the Privacy Rule.
9. Contractor must document the disclosure 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 45 CFR 164.528.
10. Contractor 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.
11. Contractor must either return all PHI to the City or destroy it, at the City's option, upon termination or expiration of this Agreement.

**EXHIBIT C**  
**BUDGET SUMMARY**

This Form Is To Be Used Only For Delegate Agency Agreements Funded Wholly Through The United States Department Of  
Housing And Urban Development's Community Development Block Grant Program (Year XXX) (Revised 10/2/03).

**EXHIBIT B**  
**SCOPE OF SERVICES**  
**(WORK PROGRAM)**

This Form Is To Be Used Only For Delegate Agency Agreements Funded Wholly Through The United States Department Of  
Housing And Urban Development's Community Development Block Grant Program (Year XXX) (Revised 10/2/03).

**CITY OF CHICAGO**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**PROGRAM YEAR XXX - 2004**  
**WORK PROGRAM PACKAGE**

Department/Division:

**HUMAN SERVICES/YOUTH SERVICES**

Program:

**YOUTH DEVELOPMENT SERVICES**

Contact Name:

**RENAE OGLETREE**

Phone #: **746-7090**

Fax #: **746-6284**

**PART I: DELEGATE INFORMATION**

<b>DELEGATE AGENCY:</b>	HERMOSA COMMUNITY ORGANIZATION
<b>SITE ADDRESS:</b>	1921 N KEDVALE AVE
<b>CITY, STATE, ZIP:</b>	CHICAGO, IL 60639
<b>EXECUTIVE DIRECTOR:</b>	ROSARIO DELGADO
<b>PHONE# / FAX# / E-MAIL ADDRESS:</b>	773-252-6729 Fax:773.252-7516 e-mail:HCO1983@ AOL.com
<b>PROGRAMMATIC CONTACT</b>	ROSARIO DELGADO
<b>PHONE# / FAX# / E-MAIL ADDRESS:</b>	773.252-6729 Fax:773.252-7516 e-mail:cuc28v@ AOL.com
<b>FISCAL CONTACT:</b>	ROSARIO DELGADO _ NORMA RIVERA
<b>PHONE# / FAX# / E-MAIL ADDRESS:</b>	773.252-6729 Fax:773.252-7516
<b>OFFICE HOURS:</b>	9:30 AM - 5:30 PM
<b>PROGRAM SERVICE HOURS:</b>	2:30 PM - 4:30 PM
<b>2004 CONTRACT PERIOD:</b>	January 1, 2004 - December 31, 2004
<b>TOTAL PROJECT BUDGET:</b>	\$ 55.000.00
<b>TOTAL CDHS AWARD AMOUNT:</b>	\$ 47,500.00
<b>IRS ID#:</b>	36-3361597

## PART II: DESCRIPTION OF PROJECT

In a clear and specific manner, provide a narrative summary of your project. Also include number of clients to be served, project scope, problems addressed and results anticipated: Please do not add additional pages.

Hermosa youth and senior citizens/adults will be linked together to establish mentoring relationships. Senior citizens and adults will be given an opportunity to share their knowledge and experiences with youth through structured programming. Youth will benefit from this program in several ways. Hermosa youth will establish a bonding relationship with an adult. They will experience positive interactions through activities and events and their self-esteem and confidence will grow as they build a strong, mentoring relationship.

Majorities of Hermosa youth are environmentally deprived. They are exposed to criminal assaults, drive-by shootings, gangs, drugs, prostitution and domestic violence on a daily basis. As a consequence, their interactions are patterned from their immediate surroundings. Low self-esteem and self-concepts are a direct result from these experiences. They form relationships with gang members and use criminal strategies for survival. Many of Hermosa children are left to care for themselves and their siblings, since both parents are working and not available to care for them. Youth are without positive role models to learn appropriate social and moral conduct.

Through our mentoring program, Hermosa youth will be matched with a suitable adult mentor to foster a positive and consistent relationship with a mentor addressing the existing lack of stable bonds with caring adults. Youth will also receive individual time with mentor during various projects and activities. This will help build low self-esteem and self-concept currently displayed in youth behaviors. Communication workshops and recreational activities will take place to foster positive development and growth in self-understanding and communication with others. Meetings and events will be scheduled to include family participation. This will help increase family involvement and produce stronger bonds between youth and their families.

- Hermosa Community Organization will provide structured programming for 40 (forty) youth and 25 (twenty five) senior citizens/adults to serve as mentors for the youth. The mentor program will conduct interactive activities and workshops for youth and mentors, twice per month for a minimum of two hours per interaction.
- Separate orientation training's will be scheduled for mentors only, twice per month, to improve their own effectiveness as mentors to youth.
- Hermosa Community Organization will screen prospective mentors through a Bureau of Criminal Apprehension check, a retroactive check, a driver's license, references, and interviews with the program director.
- Prospective mentee's will be identified through interviews designed to establish the child's educational/career goals, interests and hobbies.
- Meetings will be scheduled with the mentee families to inform them about the mentor program and provide an opportunity for family feedback and input.

### PART III: MONITORING AND EVALUATION PROCEDURES

- A. Describe the methods your agency will employ to evaluate the project's progress and record project accomplishments.

Records will be maintained including mentor/mentee/family interviews, mentors criminal background screenings, youth assessments, and feedback records of program.

Project accomplishments will be recorded in the form of attendance, completed project and workshops, family events and mentor/mentee projects.

Log will be kept regarding activities and projects that take place between ment and child..

Photographs will be taken as a physical representation of mentor/mentee partner ship.

- B. Describe how your agency will monitor program expenditures and ensure that appropriate fiscal controls and records are in place.

Program Director will monitor all program expenditures and maintain receipts/ vouchers as proof for all necessary program expenses paid for by DHS Biennial audit will occur to ensure proper accounting for fiscal budget.

**PART IV: AUDITING REQUIREMENTS**

Is your agency (*check only one*)?       not-for-profit       education institution  
     governmental agency       for profit

- A. What is your agency's fiscal year?

July 1st through June 30th.

- B. When do you intend to conduct an audit of this contract? august 2005

- C. Please list all contracts and grants that your agency anticipates receiving during fiscal year 2004, and please identify if the source is Federal or Other and the amount below.

**FUNDING SOURCE**

<u>Contracts/Grants</u>	<u>Federal</u>	<u>Other</u>	<u>Total Amount Requested</u>
Fundraising		X	7,500

- D. If you are applying to any other City Department for CDBG grants, please list the department, the program and the amount requested below:

<u>Department</u>	<u>Program</u>	<u>CDBG Amount Requested</u>
NONE		

**PROJECT SYNOPSIS - YEAR XXX - 2004**

**Mentoring**

Page 1 of 3

Subrecipient/Delegate: HERMOSA COMMUNITY ORGANIZATION

Program Address: 1921 N KEDVALE AVE

Project description summary: Hermosa youth, seniors citizens and adults will be given the opportunity to share knowledge and experiences through structured programming

(1) Program / Subprogram Activities Elements which describe the activities that will accomplish program objectives.	(2) Program Deliverables State what quantified unit will be used to measure the progress of the proposed project. Examples: classes held, referrals.	(3) 2004 Planned Output by Quarter and Total List the projected quantifiable units for each program deliverable.					(4) Performance Measures  Staff Initials  Agency Rep Initials
		1st Qt	2nd Qt	3rd Qt	4th Qt	Total	
<u>5) Total Unduplicated Clients:</u>	<u>Carryover clients from 2003 to 2004</u>	30					<u>\$1,188 per Youth (BASED UPON ENTIRE BUDGET)</u>
	<u>New Unduplicated clients for 2004</u>	10	0	0	0	40	
<u>Screening</u>	Conduct a reference and criminal check on all potential mentors	25	0	0	0	25	<u>80% of mentors will stay in the program for the full program year</u>
	# of mentor's who take part in the program (UNDUPLICATED)	25	0	0	0	25	
	# of youth that are from high risk environments	40	0	0	0	40	
<u>Matching</u>	Signed contract between mentor, mentee and parent	40	0	0	0	40	<u>80% of youth stay with program for the full term</u>
<u>Training</u>	Conduct training workshops that include an orientation session, developmental stages of youth, conflict resolution, values, typical pitfalls and tips for mentors, etc.						
	# of training workshops # of mentor's participating (UNDUPLICATED)	3 25	3 0	3 0	3 0	12 25	
							<u>100% of mentors will receive training</u>

**PROJECT SYNOPSIS - YEAR XXX - 2004**

Form 4

**Mentoring**

Page 2 of 3

Subrecipient/Delegate: HERMOSA COMMUNITY ORGANIZATION

B. Department Program: Youth Services Division

Program Address: 1921 N KEDVALE AVE

D. Project Name: MENTORING PROGRAM

Project description summary: Hermosa youth, seniors citizens and adults will be given an opportunity to share

Program Hours: M 2:30 AM T 2:30 PM W 2:30 TH 2:30 F - S - S - knowledge and experiences through  
4:30 4:30 4:30 4:30 structured programming

(1) Program / Subprogram Activities Elements which describe the activities that will accomplish program objectives.	(2) Program Deliverables State what quantified unit will be used to measure the progress of the proposed project. Examples: classes held, units built, referrals.	(3) 2004 Planned Output by Quarter and Total List the projected quantifiable units for each program deliverable.					(4) Performance Measures
		1st Qt	2nd Qt	3rd Qt	4th Qt	Total	
<u>Support and Communication Structure</u>	Communication sessions that staff, mentors, and mentees meet to discuss their progress	1	1	1	1	4	
<u>Social Activities</u>	Conduct social activities for both mentors and mentees (once a month) # of mentor, mentee combined activities	3	3	3	3	12	
<u>Meeting with Mentors</u>	Meeting between mentor and mentee	240	240	240	240	960	
<u>Meeting with Mentee's Parent or Guardian</u>	Individual meetings with each mentor to ensure good match between mentor's expectations and program goals	40	0	0	40	80	
<u>Program Evaluation</u>	Meetings with mentee's family to involve them and notify them of program goals, policies and processes	40	40	40	40	160	
	Conduct satisfaction surveys for mentees and parents or guardians and mentors # of mentee surveys (UNDUPLICATED) # of mentor surveys (UNDUPLICATED) # of family surveys (UNDUPLICATED)	0	0	0	40	40	80% of youth, mentors and parents complete satisfaction survey
		0	0	0	25	25	
		0	0	0	30	30	60% of families will complete satisfaction survey

**PROJECT SYNOPSIS - YEAR XXX - 2004**

Form 4

**Mentoring**Page 3 of 3. Subrecipient/Delegate: HERMOSA COMMUNITY ORGANIZATIONB. Department Program: Youth Services Division. Program Address: 1833 N KEDVALE AVED. Project Name: MENTORING PROGRAM. Project description summary: Hermosa youth, seniors citizens and adults will be given an opportunity to shareProgram Hours: M 2:30 T 2:30 W 2:30 TH 2:30 F - S - S - knowledge and experiences through  
4:30 4:30 4:30 4:30 - - - structured programming

(1) Program / Subprogram Activities Elements which describe the activities that will accomplish program objectives.	(2) Program Deliverables State what quantifiable unit will be used to measure the progress of the proposed project Examples: classes held, units built, referrals.	(3) 2004 Planned Output by Quarter and Total List the projected quantifiable units for each program deliverable.					(4) Performance Measures
		1st Qt	2nd Qt	3rd Qt	4th Qt	Total	
<u>Collaboration/Partnership</u> CAPS, Parks, Schools and other CBO's	Evidence of linkage agreement where/when collaborative program occurs	0	1	2	1	4	(1) one collaboration with each partner, minimum of three
<u>Staff Development</u> One of the training must address the development needs of youth	Attend delegate agency meetings  # of program staff training	3	3	3	3	12	100% of program staff will complete Advancing Youth Development (AYD) training
	# of program staff participating (UNDUPLICATED)	1	0	0	0	1	Staff who have completed AYD training must complete 15 hours of additional training

LINKAGE AGREEMENTS

Form 4A

A. Delegate: HERMOSA COMMUNITY ORGANIZATION

B. Project Name: MENTORING PROGRAM

List any linkages with other agencies participating in this program.

(A) AGENCY / ADDRESS	(B) CONTACT PERSON TITLE TELEPHONE	(C) TYPE OF COMMITMENT STAFF / FACILITIES TRANSPORTATION/ OTHER	(D) DAYS HOURS
ST. PHILOMENA	FR. DENNIS O'MARA	Provides for meeting space at the school and at the rectory	Monday- Friday 9:30_5:30PM and evenings

- A. Delegate: HERMOSA COMMUNITY ORGANIZATION
- B. Department Program: YOUTH DEVELOPMENT SERVICES
- C. Project Name: MENTORING PROGRAM  
05D - 720/53/2575/0135/0135/2575
- D. Eligible CDBG Activity: 720-53-2575-0135-0135-2575
- E. National Objective:

The qualifying National Objective is "Activities Benefitting Low and Moderate Income Persons". Please check the box next to the appropriate underlined criterion listed below. Also, any additional instructions in parenthesis.

[ ] Area Benefit (LMA) (Fill out all of Form 6 -- must be 51% or higher)

[ X] Limited Clientele (LMC)\* (Check the appropriate box below)

[ ] Service is limited to one or more of the following groups presumed by HUD to be low/moderate income (check only one):

- |   |   |
|---|---|
| <input type="checkbox"/> Senior Citizens<br><input type="checkbox"/> Persons with Disabilities<br><input type="checkbox"/> Battered Spouses<br><input type="checkbox"/> Abused Children | <input type="checkbox"/> Homeless Persons<br><input type="checkbox"/> Illiterate Persons<br><input type="checkbox"/> Migrant Workers<br><input type="checkbox"/> Persons Living with AIDS |
|---|---|

[ ] Records are kept which contain the household size and total household income of clients proving that 51% are low and moderate.

[ X] The City Department has determined that the nature and location of the activity will ensure that the majority of clientele will be low and moderate income in accordance with HUD criteria. No other feasible way of qualifying the activity exists. (If this box is checked, all of FORM 6 must be completed).

Department Approval: \_\_\_\_\_

% Low/Mod \_\_\_\_\_  
 (Must be 70% or higher)

Note: All programs which directly benefit a person/household must compile the following information during the upcoming year:

- 1) The total number of persons/households served; and
- 2) the total number of clients which are:

Income Levels	Race	
Moderate Income	White	American Indian or Alaskan Native
Low Income	Black/African American	Asian
Extremely Low Income	American Indian/Alaskan Native and Black/African American	Other/Multiracial
Female-Head of Household	American Indian/Alaskan Native and White Asian and White Native Hawaiian/other Pacific Islander Black/African American and White	Ethnicity Hispanic

**SERVICE AREA INFORMATION**

Form 6

- A. Delegate: HERMOSA COMMUNITY ORGANIZATION
- B. Project Name: MENTORING PROGRAM
- C. Contract #: 3186
- D. Department Program: YOUTH DEVELOPMENT SERVICES
- E. Central Office Address of Delegate: 1921 N KEDVALE AVE
- F. Name and Address of Primary Service Location (ONLY ONE):  
Name of primary service location: St. PHilomena School (4131 W CORTLAND AVE )

Address of primary service location: 4131 W CORTLAND AVE

G. Indicate Program Service Area (CHECK ONE BOX ONLY):

- [ ] This project will provide services CITYWIDE to all eligible individuals.
- [ X] This project will primarily serve (COMPLETE AREA BOUNDARIES BELOW):

What are the approximate boundaries of the area from which your clients are drawn (specify by street name)?

North: FULLERTON \_\_\_\_\_ South: BLOOMINGDALE \_\_\_\_\_

East: P & P RAILROAD \_\_\_\_\_ West: KENTON \_\_\_\_\_

City of Chicago Chicago Dept. of Human Services  
Service Area Census Tracts  
Census 2000

Page 1

SUBRECIP. Hermosa Community  
Organization

PROJ\_NAME: Mentoring Program

CT	Pop 2000	LowMod
2003	2,268	1,376
2004	8,961	6,126
2005	4,423	3,071
2006	893	641

Total Pop. 16,545 Low-Mod Pop.: 11,214 Pct: 67.8 %

h\data\contract\repsource.dbf,servicearea.rsl

**PROJECT FACILITY INFORMATION**

Form 7

A. Delegate: HERMOSA COMMUNITY ORGANIZATIONB. Project Name: MENTORING PROGRAM

List all physical facilities in which the project will operate. Provide the following information for each site:

DO NOT COMPLETE SHADED AREA - USE ADDITIONAL SHEETS IF NECESSARY.

Site Name	ST. PHILOMENA SCHOOL	
Contact Person / Title	ROSARIO DELGADO PROGRAM DIRECTOR	
Site Address and Zip Code	4131 W CORTLAND AVE	
Hours of Operations	MONDAY THROUGH THURSDAY: 2:30-4:30 PM	
Site E-Mail Address	HCO1983@AOL.com	
Telephone / Fax Number	773-252-6729	773-252-7516
Ward / Census Tract		
CDHS District / Chgo. Police District		

Site Name		
Contact Person / Title		
Site Address and Zip Code		
Site E-Mail Address		
Hours of Operations		
Telephone / Fax Number		
Ward / Census Tract		
CDHS District / Chgo. Police District		

Site Name		
Contact Person / Title		
Site Address and Zip Code		
Site E-Mail Address		
Hours of Operations		
Telephone / Fax Number		
Ward / Census Tract		
CDHS District / Chgo. Police District		

**SURVEY OF MONITORING AND EVALUATION PROCEDURES**  
**(to be completed by City Department)**

**FORM 8**

- A. Department: Human Services  
B. Department Program: Youth Development & Domestic Violence  
C. Staff in charge of monitoring Contract Compliance & Finance Divisions

*The purpose of this form is to ensure that monitoring and evaluation procedures are followed by City departments and by individual Delegate agencies in monitoring Delegate projects. A copy should accompany each Delegate contract. HUD cautions in its Fraud Information Bulletin that a city which funds Delegates must always be aware of the possibility of fraud and abuse by the Delegates due to poor management or to deliberate violation of the law; of conflict of interest; or abuses in the contracting process of Delegates; of false or inadequate documentation of program accomplishments.*

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

Chicago Department of Human Services' (CDHS) Contract Compliance Division (CR) will conduct program audits and fiscal reviews to assure the programs' compliance with funding regulations. Staff will review records and record-keeping procedures with appropriate delegate agency staff. Compliance evaluations are performed through the analysis of program reports. The purpose of this is to determine the extent to which the program has achieved its stated objectives and program specifications and to determine that its guidelines are followed. In addition, the Office of the Managing Deputy Commissioner conducts interviews with appropriate staff and observation of program operations, to determine the degree to which the program has addressed City & Departmental priorities.

- 2) Describe how the department will monitor Delegate expenditures.**

CDHS' Finance Division monitors delegate agency expenditures as well as assisting delegate agencies where there may be delays in reimbursement. The formal review of the delegate agency's vouchers occurs in the City Comptroller's Office where vouchers are reviewed for propriety, accuracy and completeness prior to releasing final payment.

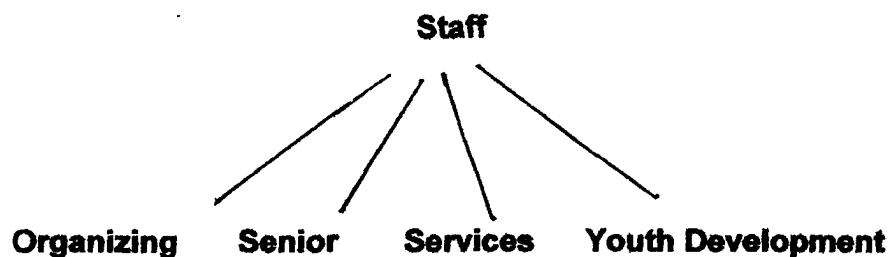
Finance prepares a monthly delegate agency expenditure report which monitors and traces the overall contract amount. When problems are identified, the Program and Contract Compliance Divisions are notified so that technical assistance is provided. This technical assistance may take the form of assistance in budget revisions, preparation for re-submission of a voucher or other forms. Assistance to agencies is provided upon request or referral from other divisions within the Department.

- 3) Specify the particular records the Delegate must maintain and/or submit.**

In order to enable CR to effectively and efficiently monitor the program, the delegate agency must maintain files for this program separate and apart from the files of other programs operated by the agency. All pertinent files and documents must be kept by CDHS contract year. Program documentation must be kept at the program site. Program reports must be submitted to CDHS according to specified schedules. If an agency is refunded, clients who are carried over from the previous contract period must have intake documentation updated and current verification must be in each file. All accounting records related to this program and copies of all documentation for vicariate expenses must be on file available for review by CDHS monitors.

**Hermosa Community Organization's  
Organizational Chart**

**Board of Directors**



**Hermosa community Organization (HCO) is a network of caring community volunteers who promote a healthy living and working environment for the entire community.**

**HCO provides liaisons with public and private social services, law enforcement and other government officials in accordance with the needs as determined by the community.**

**HCO is dedicated to making our community a safe place for all children and families through moral incentives, sources of youth oriented programs, and an atmosphere for positive leadership and personal growth for the urban community.**

# Hermosa Community Organization

1921 N Kedvale Ave Chicago, IL 60639  
773..252-6729 FAX:773. 252-7516

## **JOB DESCRIPTION**

The Program Director will perform the following duties:

- Maintain required Department of Human Services (DHS) information
- Prepare and submit monthly vouchers
- Maintain all financial records in keeping with the requirements of the funding source
- Work closely with the Treasurer to insure that proper controls are in place to maintain the fiscal responsibility of various programs and the HCO
- Arrange for the annual audit
- Attend and participate in those meetings and events required by the DHS with respect to grant policies
- Recruitment of the youth and senior citizen clients
- Work with schedule events, procure the necessary supplies needed for different workshops and recreational activities
- Maintain proper records, and prepare the DHS required reports
- To work closely with mentor/mentees/schools and families

**EXHIBIT C**  
**BUDGET SUMMARY**

This Form Is To Be Used Only For Delegate Agency Agreements Funded Wholly Through The United States Department of Housing and Urban Development's Community Development Block Grant Program (Year XXX)

BUDGET SUMMARY

Form 1

- A. Delegate: HERMOSA COMMUNITY ORGANIZATION  
 B. Dept. Program: YOUTH SERVICES DIVISION  
 C. Project Name: MENTORING PROGRAM  
 D. Department: HUMAN SERVICES  
 E. Contract Term From : January 1, 2004 to December 31, 2004

- F. Year XXX (2004) Allocation : \$ 47,500.00  
 G. Vendor Code#: \_\_\_\_\_  
 H. Purchase Order#: 3186  
 I. Fund\Dept.\Organization#: 720-53-2575-0135

**J. Project Budget Summary for Year XXX - 2004**

(1) Item of Expenditure	(2) Account #	(3)'04 Award (\$)	(4)'04 Other Share (\$)	(5) '04 Budget
<b>Personnel</b>	<b>0005</b>			
(salaries, stipends, overtime, salary adjustments)		35,000	0	35,000
<b>Fringe Benefits</b>	<b>0044</b>	6,625	0	6,625
(fringe benefits)				
<b>Operating/ Technical Costs</b>	<b>0100</b>	5,375	5,000	10,375
(auditing, legal, publications, rental of property / equipment/services, repair/maintenance of equipment, insurance, utilities, telephone, local transportation, postage, advertising, technical meeting costs)				
<b>Professional and Technical Services</b>	<b>0140</b>	0	2,000	2,000
(consultants / subcontractors)				
<b>Materials and Supplies</b>	<b>0300</b>	500	500	1,000
(stationary, tools, materials & supplies)				
<b>Equipment Costs</b>	<b>0400</b>	0	0	0
(office machinery, furniture & furnishings)				
<b>Other</b>	<b>0999</b>	0	0	0
(please specify on Form 3)				
<b>Total Expenditures</b>		47,500	7,500	55,000

K. Percentage of total project costs paid by Other Share  
 (column 4 ÷ column 5): 14 %

L. Delegate Authorization

Norma Rivera

11/06/03

Signature of Delegate Official

NORMA RIVERA, TREASURER

Name and Title (Type)

M. City Authorizations

Lorraine Lynch

Signature of Department Official

Lorraine Lynch, Deputy Commissioner, Finance

Date

AB

## PERSONNEL BUDGET

FORM 2

.. Delegate: HERMOSA COMMUNITY ORGANIZATION

C. Project Name: MENTORING PROGRAM

.. Department Program: YOUTH SERVICES DIVISION

D. Federal Employer Identification #: 36-3361597

## D. Personnel Budget Allocation for Year XXX - 2004

Position/Title	No.	Rate (\$)	% of Time Spent	CITY Share (\$)	Total Cost (\$)	Brief Summary of Job Responsibilities
PROGRAM DIRECTOR	1	35,000	100%	35,000	35,000	Responsible for the direction, implementation ,preparation of the vouchers, record keeping & evaluation of the program(trainings & workshops) Responsible to establish appropriate selection of responsible adult to serve as mentor and to provide appropriate matches between mentor and youth based on interaction and assessments.
(8) Totals	1			35,000	35,000	Totals must match Budget Summary - Form 1, Account #0005

## E. Fringe Benefits and Total Personnel Costs

Type of Fringe Benefit	CITY Share (\$)	Total Cost (\$)	Please show calculation below:
(9) a. F.I.C.A. b. Medicare	2,677	2,677	= .0620 x line 8 = .0145 x line 8
(10) State Unemployment Insurance	0	0	
(11) State Worker's Compensation	200	200	Per Premium
(12) Other (please list) Health Insurance	3,748	3,748	
(13) Other (please list)	0	0	
(14) Total Fringe Benefits (Add lines 9-13)	6,625	6,625	Totals must match Budget Summary - Form 1, Account #0044
(15) Total Personnel Costs (Line 8 plus line 14)	41,625	41,625	

NON-PERSONNEL BUDGET

FORM 3

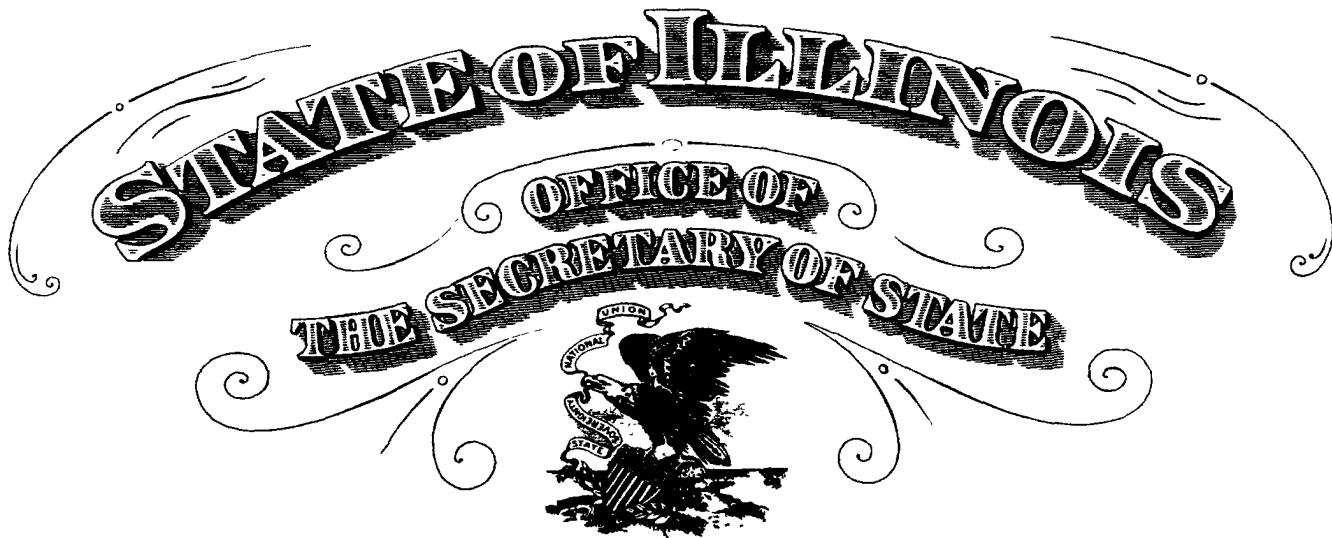
1. Delegate: HERMOSA COMMUNITY ORGANIZATION

C. Project Name: MENTORING PROGRAM

2. Department Program: YOUTH SERVICES DIVISION

## C. Non-Personnel Allocation for Year XXX - 2004

Account #	Item of Expenditure	CITY Share of Cost (\$)	Total Cost (\$)	Line Item Description and Justification (Please show justifications for each Item of Expenditure)
(1)	(2)	(3)	(4)	(5)
0100	Operating/Technical Costs	5,375	10,375	Legal publications, rental of property/equipment services/repair/maintenance of equipment, insurance, telephone, local transportation, postage, advertising, technical meeting costs.
0140	Professional and Technical Services	0	2,000	Consultants/subcontractors
0300	Materials ans Supplies	500	1,000	Stationary, computer supplies, office supplies Program supplies and materials.
<hr/>				
	(6) Total Non-Personnel Expenditures	5,875	13,375	



***To all to whom these Presents Shall Come, Greeting:***

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that HERMOSA COMMUNITY ORGANIZATION, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE MARCH 29, 1985, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A DOMESTIC CORPORATION IN GOOD STANDING IN THE STATE OF ILLINOIS\*\*\*\*\*

***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this***

26<sup>TH</sup>  
JUNE  
2003

A.D.



*Jesse White*

SECRETARY OF STATE

**EXHIBIT E**

**INSURANCE REQUIREMENTS & INSURANCE CERTIFICATE**

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 \$100,000 each accident or illness.

2) **Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$500,000 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, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or Services.

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, Contractor must provide Automobile Liability Insurance with limits of not less than \$300,000 per occurrence for bodily injury and property damage.

4) **Professional Liability**

When any 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 \$500,000. Coverage must include contractual liability. 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.

5) **Medical/Professional Liability**

When any medical services are performed in connection with this Agreement, Medical/Professional Liability Insurance must be provided to include coverage for errors, omissions and negligent acts related to the rendering or failure to render professional, medical or health services with limits of not less than \$500,000. Coverage must include contractual liability. 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.

6) **Builders Risk**

When any Contractor performs any construction, including improvement, betterments, and/or repairs, Contractor must provide All Risk Builders Insurance to cover materials, supplies, equipment, machinery and fixtures that are part of the structure.

**B. Related Requirements**

If the coverages have an expiration or renewal date occurring during the time for performance of this Agreement, Contractor must furnish renewal certificates to the Federal Funds Insurance Unit at the address listed in Section 3.5 of this Agreement.. 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 Contractor is not a waiver by the City of any requirements for Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Contractor 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 insurance 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 Contractor.

Contractor agrees that insurers waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Contractor in no way limit Contractor'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 Contractor 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.

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

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

The City of Chicago's Risk Management Division 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.**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JN  
HERMO-1

DATE (MM/DD/YYYY)  
02/04/03

PRODUCER

Vincent L. Braband Ins., Inc.  
1621 E. Carboy Road Suite 101  
Arlington Heights IL 60005  
Phone: 847-228-4953 Fax: 847-228-5830

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A:	Hartford Insurance Company	22357
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

INSURED

Hermosa Community Organization  
1921 N. Kedvale  
Chicago IL 60639

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUREE ID# LTR/INSR#	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	83SBANE8057	03/02/03	03/02/04	EACH OCCURRENCE \$1000000 DAMAGE TO RENTED PREMISES (EA Occurrence) \$300000 MED EXP (Any one person) \$10000 PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$2000000 PRODUCTS - COMPIOP AGG \$2000000
	GENL. AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ \$
	DEDUCTIBLE RETENTION \$				WC STATUTORY LIMITS \$ EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				
A	PROPERTY	83SBANE8057	03/02/03	03/02/04	CONTENTS FORM/DED \$5,000 SPEC/\$250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WITH RESPECTS TO  
OPERATIONS AND ACTIVITIES OF, OR ON BEHALF OF THE NAMED INSURED, PERFORMED  
UNDER CONTRACT WITH OR PERMIT FROM THE CITY OF CHICAGO

CERTIFICATE HOLDER

CITY OF

CITY OF CHICAGO  
PURCHASING DEPT.  
121 NORTH LASALLE ST., RM. 403  
CHICAGO IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

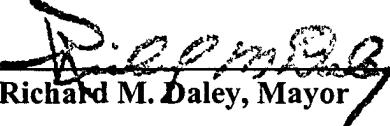
AUTHORIZED REPRESENTATIVE

**EXHIBIT F**

**(Applicable only to programs involving construction or facility rehabilitation)**

*Executed, in Chicago, Illinois, by:*

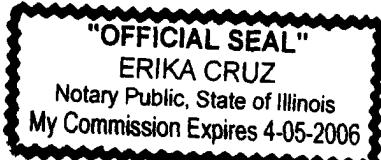
THE CITY OF CHICAGO

  
Richard M. Daley, Mayor

Recommended By:

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Tang C. McChane, Esq.  
Comptroller  
  
\_\_\_\_\_  
David E. Malin  
Chief Procurement Officer



Subscribed and sworn to before me

this 01<sup>st</sup> day of November 2003  
at Chicago, County of Cook, State of Illinois.

Notary Public Erika Cruz

State of Illinois

County of Cook

This instrument was acknowledged before me on 11/03 (date) by Weenna Lopez (name/s of person/s) as Secretary (type of authority, e.g., officer, trustee, etc.) of Hermosa Community Organization (name of party on behalf of whom instrument was executed).

Erika Cruz  
Signature of Notary Public

\* In the event that this Agreement is signed by any individual other than the corporate president or the executive director, attach a copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the individual to sign the Agreement for the Contractor.