

**CONTRACT NO. 11554**

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE  
GRANT PROGRAM**

**SUBGRANT AGREEMENT**

**BETWEEN**

**THE CHICAGO HOUSING AUTHORITY**

**AND**

**COMMUNITY JUSTICE FOR YOUTH INSTITUTE**

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## **SUBGRANT AGREEMENT**

**THIS EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM SUBGRANT AGREEMENT** (hereinafter referred to as the "Agreement") is entered into as of this 22<sup>nd</sup> day of February 2015 (the "Effective Date") between the **CHICAGO HOUSING AUTHORITY** ("CHA"), a municipal corporation organized under the Illinois Housing Authority Act, 310 ILCS 10/1 *et seq.*, with offices at 60 E. Van Buren, Chicago, Illinois 60605 and **COMMUNITY JUSTICE FOR YOUTH INSTITUTE** an Illinois not-for-profit corporation with offices at 10 West 35th Street, 9th Fl., Chicago, Illinois 60616.

### **RECITALS**

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

**WHEREAS**, CHA has entered into an Interagency Grant Agreement ("Grant Agreement") with the Illinois Criminal Justice Information Authority ("ICJIA") to provide CHA's Altgeld-Riverside Consortium Partnership ("ARC") Program ("ARC Program"), which was established in 2008 in response to a crime data analysis to serve the Altgeld-Riverdale community on the far south side of Chicago. The Grant Agreement is attached hereto as Exhibit I and incorporated by reference herein. The purpose of the ARC Program is to enhance community violence and crime prevention efforts within Altgeld Gardens and the surrounding community. The overarching goal of the ARC Program is to curb violence by improving safety initiatives in the targeted community, implementing evidence-based best practices, conducting resident-driven safety strategies and improving community collaboration, communication and coordination. The results will facilitate increased access to and utilization of existing programs and services within the community by youth and families that will continue to support the overall safety and well-being of the community; and

**WHEREAS**, the Contractor was identified as a party that would assist CHA with providing programming and/or support for ARC; and

**WHEREAS**, the CHA desires the Contractor to provide programming and/or support for the ARC Program, as set forth in Section 2.01 below; and

**WHEREAS**, the CHA and the Contractor have also entered into an Addendum to Agreement, which is an addendum to the Grant Agreement between ICJIA and CHA, that sets forth certain minimal requirements that the Contractor must comply with in addition to the terms and conditions of this Agreement. A copy of the Addendum to Agreement is attached hereto as Exhibit II and is incorporated by reference herein; and

**WHEREAS**, the Contractor is ready willing and able to begin providing programing and/or support for the ARC Program, including the continuation and/or completion of any Services and/or Scope of Work elements subject to any prior Agreement covering the same subject matter herein; and

**WHEREAS**, the CHA and the Contractor desire to enter into the Agreement as a subgrant to the Grant Agreement between ICJIA and CHA.

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

## **ARTICLE 1 INCORPORATION OF RECITALS**

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

## **ARTICLE 2 CONTRACTOR'S DUTIES AND RESPONSIBILITIES**

### **Section 2.01 Scope of Work/Services to be Performed**

#### **A. Scope of Work/Statement of Work**

The scope of services which the Contractor shall provide under this Agreement include but are not limited to, the services described in Exhibit III, which is attached hereto and incorporated by reference (collectively, the "Services"). The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 2.02

#### **B. Deliverables**

The Contractor shall prepare certain deliverables and shall submit all reports required in Exhibit III and/or the Addendum to Agreement to CHA's Resident Services Division and such other progress reports as may be required by CHA's Grant Administration Manager, which include, but are not limited to, the work product as described in the Services and other documents, data, studies, reports, findings or information in any form prepared or assembled either in hard copy or on diskette (collectively "Deliverables"). Quarterly review periods will be conducted for the purpose of reviewing the submitted materials. Partial or incomplete Deliverables may be accepted for review only when required for a specific purpose and when consented to in advance by the CHA. Such Deliverables may not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables shall in no way relieve the Consultant of its commitments hereunder. The CHA reserves the right to reject any and all Deliverables, which in the sole judgment of the CHA do not meet the intended level of completion or standard of performance specified in this Agreement.

## **Section 2.02 Performance Standard**

The Contractor shall perform all Services required of it under this Agreement in a professional manner with that degree of skill, care and diligence normally shown by an entity performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. The Contractor shall at all times use its best efforts to assure quality, timeliness, efficiency and creativity in rendering and completing the Services. The Contractor shall at all times act in the best interests of the CHA consistent with its professional obligations assumed by it in entering into this Agreement.

## **Section 2.03 Non-Discrimination Requirements**

The Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 *et seq.* (1989), as amended, and all regulations promulgated thereto. The Contractor shall particularly remain in compliance at all times with: Exec. Order No. 11, 246, 30, Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11, 375, 32, Fed. Reg. 14,303 (1967) and by Exec. Order No.12, 086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 6101-6106 (1989); Rehabilitation Act of 1973, 29 U.S.C. sec.793-794 (1988); Fair Housing Amendments Act, 42 U.S.C. Sec. 3601 *et seq.* (1988); Americans with Disabilities Act of 1990, 42 U.S.C. §12101 and 41 C.F.R. Part 60 *et seq.* (1990); Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, as amended, and regulations promulgated in accordance therewith, including but not limited to the Equal Employment Opportunity Clause, Ill. Admin. Code Tit. 44 section 750 Appendix A, which is attached hereto as Exhibit IV and incorporated by reference herein; Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended. Chicago Human Rights ordinance, s2-160-010 *et seq.*, of the Municipal Code of Chicago, as amended; and the Chicago Fair Housing Regulations, s5-8-010 *et seq.*, of the Municipal Code of Chicago, as amended. In addition, Contractor must furnish such reports and information as requested by the Chicago Commission on Human Relations.

## **Section 2.04 Ownership of Personal Property, Intellectual Property, Documents, Records and Reports**

### **A. Personal Property Ownership**

All personal property including, but not limited to, equipment, furniture, computer hardware, scanners and other computer related hardware, tools and materials, and other items of personal property supplied by the CHA to the Contractor, if any, before, on or after the effective date of the Agreement, or purchased by the Contractor as a cost reimbursable item under the Agreement shall always be and remain the property of the CHA ("CHA Personal Property"). The Contractor shall have the right to use such CHA Personal Property only for the ARC Partnership Program.

The Contractor shall be responsible for the proper care and accounting for any and all CHA Personal Property provided by the CHA or purchased under this Agreement. The Contractor shall be liable for any loss or damage to CHA Personal Property under its

control, other than normal wear and tear. The Contractor shall not dispose of any CHA Personal Property without first having obtained the CHA's prior written approval.

During the term of the Agreement, the Contractor shall maintain an inventory schedule of all such non-expendable CHA Personal Property. The inventory schedule shall include historical asset information for each asset, including but not limited to, cost data and purchase date if purchased by the Contractor, serial number, physical location, and asset identification number. The beginning inventory shall be posted to an inventory records system (manual and/or electronic) approved by CHA. All acquisitions and dispositions by the Contractor shall be posted in a timely manner. The Contractor shall tag or label all CHA Personal Property provided by CHA or purchased under this Agreement using the capitalization policy of the CHA and provide CHA with an inventory of all such CHA Personal Property after the 8 computer labs have been established. CHA reserves the right to conduct or have a third party conduct an inventory of CHA Personal Property if the Contractor fails to perform such an inventory, and the expense thereof may be deducted from any funds owed the Contractor.

**B. Intellectual Property Ownership**

1. All information technology system ("ITS"), management information systems ("MIS") (or other similar systems), software, and software licenses and other form of proprietary information, methods, processes, business practices or materials of any kind, whether copyrighted, copyrightable, patented, patent-pending or patentable, which are made available, provided or supplied by the CHA to the Contractor in association with Contractor's duties and obligations under this Agreement shall always be and remain the property of the CHA ("CHA Intellectual Property"). Any ITS, MIS, software, and software licenses and other form of proprietary information, methods, processes, business practices or materials of any kind, whether copyrighted, copyrightable, patented, patent-pending or patentable whether tangible or intangible, that is purchased by the Contractor as a cost reimbursable item under the Agreement shall always be and remain CHA Intellectual Property. Any software, and software licenses and other form of proprietary information, methods, processes, business practices or materials of any kind, whether copyrighted, copyrightable, patented, patent-pending or patentable (whether tangible or intangible) developed by the Contractor to perform the Contractor's Services during the term of the Agreement ("Developed Software") shall always be and remain CHA Intellectual Property, and is conclusively deemed "Work Product" or "Work for Hire".
2. All software, and software licenses and other form of proprietary information, methods, processes, business practices or materials of any kind, whether copyrighted, copyrightable, patented, patent-pending or patentable that were developed or owned by the Contractor prior to the Effective Date of the Agreement or developed or purchased by the Contractor after the Effective Date of the Agreement and were purchased with the Contractor's own funds and not as a cost reimbursement operating project expenses under this Agreement prior to or after the effective date of the Agreement ("Contractor's Intellectual Property"), shall always be and remain the Contractor's

**Intellectual Property.** The Contractor shall provide the CHA a list of all Contractor's Intellectual Property the Contractor desires to use in the performance of the Contractor's Services.

- C. All Deliverables, including reports, data and other information in any form prepared, assembled or encountered by or provided to Contractor under this Agreement are the property of the CHA. During the performance of its Services, the Contractor shall be responsible for any loss or damage to such Deliverables while in the Contractor's possession and shall restore any lost or damaged Deliverables at the Contractor's sole cost and expense.
- D. The Contractor shall maintain its books and records and adopt a system of accounting in accordance with generally accepted accounting principles and practices, to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred or in connection with the Contractor's performance under this Agreement. In addition, the Contractor shall keep such books and records in a safe place and make them available for audit, examination, excerpt, and transcription to be conducted by the CHA, ICJIA, the U.S. Department of Justice, the Comptroller General of the United States or their duly authorized representatives, and allow audit, inspection, copying and abstracting for at least three (3) years after the final payment is made and all other pending matters are closed in connection with this Agreement.
- E. The provisions of Section 2.04 shall survive the expiration or termination of the Agreement
- F. The Contractor shall flow down the provisions of this Section 2.04 to its subcontractors at every tier.

#### **Section 2.05 Audit Requirements**

The CHA retains an irrevocable right to independently or, through a third party, to audit the Contractor's books and records pertaining to this Agreement and disallow any unallowable billings upon written notice to the Contractor.

#### **Section 2.06 Confidentiality**

- A. The Contractor agrees that all Deliverables, reports, documents and information prepared, assembled, received or encountered by the Contractor, its agents and subcontractors pursuant to this Agreement ("Confidential Information") are to remain confidential and to be used solely for the purposes of meeting the objectives of this Agreement. The Contractor agrees that such Confidential Information shall not be made available to any individual or organization other than the CHA, HUD or courts of competent jurisdiction or administrative agencies pursuant to a subpoena without the prior written approval of the CHA. In the event the Contractor is presented with a *subpoena* regarding such Confidential Information, which may be in the Contractor's possession by reason of this Agreement, the Contractor must immediately give notice to the CHA's Chief Executive Officer and General Counsel with the understanding that the CHA will have the opportunity to contest



such process by any means available to it before the Confidential Information is submitted to a court or other third party. The Contractor, however, is not obligated to withhold the delivery of such Confidential Information beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

**B. Return or Destruction of Confidential Information.**

- i. Upon termination, cancellation, expiration or other conclusion of the Agreement, the Contractor shall return to CHA or destroy all Confidential Information received from the CHA, or prepared, assembled, received or encountered by the Contractor, its agents and subcontractors pursuant to this Agreement. This provision shall apply to all Confidential Information that is in the possession of subcontractors or agents of the CHA.
- ii. In the event that the CHA determines that returning or destroying the Confidential Information is infeasible, the Contractor shall provide the CHA with notification of the conditions that make return or destruction infeasible. Upon verification by the CHA that the return or destruction of Confidential Information is infeasible, the Contractor shall extend the protections of the Agreement to such Confidential Information and limit further uses and disclosure of Confidential Information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such Confidential Information.
- iii. This provision shall survive the termination or expiration for the Agreement.

**Section 2.07 Subcontracts and Assignments**

The Contractor shall not assign, transfer or subcontract this Agreement, or any portion thereof, nor delegate any obligation, duty or responsibility hereunder without the express written approval of the CHA. The absence of such express written approval shall void the attempted assignment, transfer, subcontract or delegation and shall be of no effect as to the Services or this Agreement.

**Section 2.08 Patents and Copyrights**

To the extent applicable, the CHA reserve a royalty-free, exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for CHA, ICJIA or other Federal government purpose, including, but not limited to, commercial exploitation: (a) the copyright or patent in any work developed or discovered in the performance of the Services under this Agreement, and (b) any right of copyright or patent to which the Contractor purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement.

The parties intend and agree that, to the extent permitted by law, any work product, such as written reports, memoranda, documents, recordings, drawings, data software, presentation

visuals, news releases, logos, and other materials, as appropriate, to be produced by Contractor at the CHA's instance and funded pursuant to this Agreement ("Work") will conclusively be deemed "work made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.* ("Act"), and that the CHA will be the copyright owner thereof and of all aspects, elements and components thereof.

To the extent that any of the foregoing does not qualify as a "work made for hire," the Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the CHA, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals therefor and other intangible, intellectual property embodied in or pertaining to the Work contracted for under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Contractor will execute all documents and perform all acts that the CHA may reasonably request in order to assist the CHA in perfecting its rights in and to the copyrights relating to the Work, at the sole expense of the CHA. The Contractor warrants to CHA, its successors and assigns, that the Contractor is the lawful owner of good and marketable title in and to the copyrights, and all other property rights for the Work (including the copyrights on designs and plans relating to the Work) and has the legal rights to fully assign the same. Contractor further warrants that it has not assigned any copyrights or other property rights nor granted any licenses, exclusive or nonexclusive, to any other person, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Work.

#### **Section 2.09 Drug-Free Workplace**

The Contractor shall establish procedures and policies to promote a "Drug-Free Workplace." The Contractor shall notify all employees of its policy to maintain a "Drug-Free Workplace" and the penalties that may be imposed for drug abuse violations occurring in the workplace. Further, the Contractor shall notify the CHA if any of its employees are convicted of a criminal drug offense in the workplace no later than ten (10) days after such conviction.

#### **Section 2.10 Subgrant Compliance with Grant Agreement and Addendum to Agreement**

- A. **Compliance with Grant Agreement and Addendum to Agreement.** The Contractor acknowledges that this is a subgrant agreement under a Grant from ICJIA. The Contractor agrees that it has reviewed and agrees not to cause CHA to be in breach of the terms and conditions of the Grant Agreement and further agrees to comply with all the terms and conditions of the Addendum to Agreement. The Contractor warrants and represents that with respect to any grant funds from which the CHA makes payment to the Contractor, neither the Contractor nor any of its employees, agents or subcontractors of any tier will act or fail to act in any way that would cause the CHA to violate the Grant Agreement with ICJIA.
- B. **Procurement.** Specifically, Contractor acknowledges that the funds provided under this Agreement are governed by the Buy American provision of ARRA (Section 1605), and all equipment purchased with funds provided hereunder shall be procured in accordance with Section 1605 of ARRA, unless an exception has been granted.

As a Contractor to the Chicago Housing Authority, Contractor must comply with Federal programmatic requirements, administrative requirements in 15 CFR Parts 14 and 24 (as applicable), cost principles, and audit requirements. Notwithstanding the foregoing, Contractor is responsible to the CHA for not only its own compliance herewith but also that of any sub-recipients.

The Contractor must comply with all Federal Procurement rules and regulations as set out in the following documents.

<i>Organization Type</i>	<i>Administrative Requirements</i>	<i>Cost Principles</i>	<i>Audit Regulations and Standards</i>
For Profit Entities	15 CFR Part 14	48 CFR Part 31.2 (Federal Acquisition Regulations)	Government Auditing Standards (The Yellow Book) OMB Circular A-133, Subpart B § 235
Institutions of Higher Education	15 CFR Part 14	2 CFR Part 220 (OMB Circular A-21)	OMB Circular A-133
Non Profit Organizations	15 CFR Part 14	2 CFR Part 220 (OMB Circular A-122)	OMB Circular A-133
Hospitals	15 CFR Part 14	45 CFR, Part 74(E)	OMB Circular A-133
State, Local and Tribal Governments	15 CFR Part 14	2 CFR Part 225 (OMB Circular A-87)	OMB Circular A-133

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

This Agreement shall take effect as of the Effective Date and continue through March 31, 2015, or until the Agreement is terminated in accordance with its terms, whichever occurs first.

### **ARTICLE 4 DISBURSEMENT OF GRANT FUNDS**

#### **Section 4.01 Grant Administration/Disbursements**

Pursuant to the Grant Agreement between ICJIA and CHA, and upon receipt of grant funds from ICJIA, the CHA shall disburse to the Contractor on a cost reimbursement basis, an amount not-to-exceed \$30,000.00 ("Maximum Disbursement"), which Maximum Disbursement is inclusive of prior grant funding under predecessor Agreement(s) covering the same subject matter herein. For the sake of clarification, the Maximum disbursement includes the amount of \$1,560.00, which represents the amount of undisbursed funds remaining from the predecessor Agreement. The disbursement of the grant funds shall be subject to CHA's receipt of grant funds from ICJIA and the terms and conditions of the Grant Agreement, Addendum to Agreement and the Agreement.

The Contractor agrees not to perform, and waives any and all claims of payment for costs that would result in billing for reimbursement beyond the Maximum Disbursement amount set forth in the Agreement unless the parties have executed a written amendment to the Agreement authorizing such additional disbursement. The Contractor recognizes and acknowledges that it has

an affirmative duty to monitor and oversee its performance and billings to ensure that the scope of work and other duties and responsibilities arising under the Agreement are completed within the limits of the Maximum Disbursement amount.

#### **Section 4.02 Payment/Cost-Reimbursement**

Within 15 calendar days of the conclusion of each month during the term of the Agreement, Contractor shall submit an invoice for all expenditures made in accordance with the Project Budget, which is attached hereto as Exhibit V and incorporated by reference herein, and shall include copies of payroll statements or such other information in support of its request for cost reimbursement. Contractor shall not be entitled to reimbursement for any costs incurred unless payroll statements and/or receipts or other acceptable supporting documentation is properly submitted to CHA with such invoice. The Contractor waives all rights to payment if any invoice for reimbursement is submitted later than 30 calendar days following the termination or completion of this Agreement, in the event such delay by the Contractor causes CHA to be unable to seek reimbursement under the Grant Agreement with ICJIA. CHA will not reimburse Contractor for costs incurred after the date of termination or expiration of this Agreement.

CHA will make commercially reasonable efforts to disburse grant funds for costs incurred hereunder within 30 days after receipt and approval of each invoice submitted, subject to the CHA's receipt of reimbursement of costs for Contractor's Services from ICJIA. All invoices shall be subject to review and approval by the CHA. If the CHA objects to all or any portion of any invoice, it shall notify the Contractor of its objection in writing and both parties shall make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, the CHA may, at its option, pay the undisputed portion of any invoice without being deemed to have accepted the disputed portion. All disputes regarding invoices shall be handled in accordance with the provisions of Article 5 herein.

#### **Section 4.03 Non-Appropriation**

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

### **ARTICLE 5 DISPUTES**

In the event of a dispute between the CHA and the Contractor involving this Agreement, both parties agree to attempt to negotiate a resolution. If the parties cannot resolve the dispute through negotiation, either party may, unless otherwise set forth herein, submit the dispute in writing to the CHA's Director of Procurement and Contracts ("Director"), who shall, with

reasonable promptness, render a decision concerning the dispute submitted. The decision of the Director shall be final and binding unless the Contractor notifies the Director in writing within thirty (30) days after receipt of the Director's decision that it takes exception to the decision

## **ARTICLE 6 RISK MANAGEMENT**

### **Section 6.01 Required Insurance Coverage**

A. The Contractor agrees to procure and maintain at all times during the term of this Agreement the types of insurance specified below in order to protect the CHA and ICJIA from the acts, omissions and negligence of the Contractor, its officers, officials, contractors, subcontractors, joint venture, partners, agents or employees. The insurance carriers used by the Contractor must be authorized to conduct business in the State of Illinois and shall have a BEST Rating of not less than an "A". The City of Chicago (Police Department) may self-insure for the insurance requirement set forth in Section 6.01.

1. **Workers Compensation and Occupational Disease Insurance**

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

2. **Commercial Liability Insurance (Primary and Excess).**

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

**Sexual Abuse and Molestation**

When vendors provide services or activities to minors either on or off CHA's premises, Sexual Abuse and Molestation Insurance coverage must be maintained with a limit of \$1,000,000 per occurrence (or an endorsement of the commercial general liability policy with a separate sublimit in this amount). The CHA is to be endorsed as an additional insured on the Consultants policy and such insurance will

be endorsed as primary and non-contributory with any other insurance available to the CHA.

3. **Automobile Liability**

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

4. **Professional Liability**

Professional Liability insurance covering acts, errors or omissions shall be maintained with limits of not less than One Million Dollars (\$1,000,000) per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the start of Services under this Agreement. A Claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

- B. The Contractor shall advise all insurers of the Agreement provisions regarding insurance. The failure of the Contractor to notify insurers of the Agreement provisions shall not relieve the Contractor from its insurance obligations under this Agreement. Non-fulfillment of the insurance provisions shall constitute a breach of the Agreement and the CHA retains the right to stop work until proper evidence of insurance is provided.

The Contractor shall furnish the Chicago Housing Authority, Procurements and Contracts Department, 60 E. Van Buren, 13<sup>th</sup> Fl., Chicago, Illinois 60605, original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of this Agreement. In addition, copies of the policy and the endorsement(s) adding the CHA to your policy as an additional insured are required.

Renewal Certificates of Insurance, requested endorsements, or such similar evidence is to be received by the Procurements and Contracts Department prior to the expiration of insurance coverage. At the CHA's option, non-compliance with this Section will result in one or more of the following actions: (1) The CHA may purchase insurance on behalf of Contractor and will charge back all costs to Contractor; (2) Contractor may be immediately removed from CHA property and/or the Agreement may be revoked; (3) all payments due Contractor will be held until Contractor has complied with the Agreement; or (4) Contractor will be assessed Five Hundred Dollars (\$500) for every day of non-compliance. The receipt of any certificate does not constitute agreement by the CHA that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Agreement. The insurance

policies shall provide for thirty (30) days written notice to be given to the CHA in the event coverage is substantially changed, canceled or non-renewed.

If any of the required insurance is underwritten on a claims made basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state the coverage is "claims made" and also the Retroactive Date. The Contractor shall maintain coverage for the duration of this Agreement. Any extended reporting period premium (tail coverage) shall be paid by Contractor. The Contractor shall provide to the CHA, annually, a certified copy of the insurance policies obtained pursuant hereto. It is further agreed that the Contractor shall provide to the CHA thirty (30) days' notice in the event of the occurrence of any of the following conditions: aggregate erosion in advance of the Retroactive Date, cancellation and/or non-renewal.

The Contractor shall require all other levels of sub-contractors or Contractors to carry the insurance required herein or the Contractor may provide the coverage for any or all of its contractors, subcontractors or Contractors, and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined in Section "A" above. Evidence of such coverage must be submitted to the CHA.

The Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the CHA shall apply in excess of and will not contribute with insurance provided by the Contractor.

## **Section 6.02    Indemnification**

The Contractor agrees to protect, defend, indemnify, keep, save, and hold the CHA its officers, officials, employees and agents and contractors and the City of Chicago, its officers, representatives, elected and appointed officials, agents and employees free and harmless from and against any and all Losses, as defined in Grant Agreement to the same extent and under the same terms and conditions as set forth in Article 3, Section 3.7 of the Grant Agreement and from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments, or settlements, proceedings or causes of action of every kind, nature, and character (collectively, "Claims") in connection with or arising directly or indirectly out of the performance of this Agreement and/or the acts and omissions of the Contractor, its agents, employees, and subcontractors, including but not limited to, the enforcement of this indemnification provision. Without limiting the foregoing, any and all such Claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, bear all other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

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

## **ARTICLE 7 AGREEMENT TERMINATION, EVENTS OF DEFAULT, AND SUSPENSION**

### **Section 7.01 Events of Default Defined**

The following shall constitute events of default:

- A. Any materials misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by the Contractor to the CHA.
- B. The Contractors material failure to perform any of its obligations under this Agreement including, but not limited to, the following:
  - 1. Failure to perform the Services with sufficient personnel or with sufficient material to ensure the performance of the Services or due to a reason or circumstances within the Contractor's reasonable control;
  - 2. Failure to meet any of the performance standards set forth in this Agreement;
  - 3. Failure to perform the Services in a manner reasonably satisfactory to the CHA, or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - 4. Failure to promptly re-perform within a reasonable time Services or Deliverables that were rejected as erroneous or unsatisfactory;
  - 5. Discontinuance of the Services for reasons or circumstances not beyond the Contractor's reasonable control;
  - 6. Failure to comply with a material term of this Agreement, including, but not limited to, the provisions concerning compliance with the Grant Agreement, the Addendum to Agreement, Federal, State or local regulations, law, ordinances, etc., insurance and nondiscrimination requirements; and
  - 7. Any other acts specifically and expressly stated in this Agreement as constituting an event of default.
- C. The Contractor acknowledges and agrees that in the event of default under this Agreement the CHA may also declare default under any such other agreements.

### **Section 7.02 Remedies**



Upon the occurrence of any event of default which the Contractor fails to cure within thirty (30) calendar days after receipt of written notice given by the CHA in accordance with the terms of this Agreement, the CHA may declare the Contractor in default and invoke any or all of the following remedies:

- A. 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 CHA.
- B. The right to pursue any and all remedies, legal and/or equitable, available to the CHA.
- C. The right to deem the Contractor non-responsible in future contracts to be awarded by the CHA.

The remedies under this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now and hereafter, at law, in equity or by statute. The CHA's failure to exercise any right or remedy shall not be construed as a waiver of any event of default or acquiescence thereto.

#### **Section 7.03 Termination for Convenience**

The CHA may terminate this Agreement, or all or any portion of the Services to be performed under it when the Agreement may be deemed to be no longer in the best interests of the CHA by giving 10 days written notice to the Contractor. If the CHA elects to terminate the Agreement in full, all Services to be performed hereunder shall cease effective 10 days after the date of receipt of the notice. The Contractor shall continue to render the services until the effective date of termination. No cost incurred by the Contractor after the effective date of termination shall be allowed. Subject to performance within the requisite performance standards and audits of invoices as set forth above, the CHA shall pay to the Contractor, on a pro-rata basis, costs incurred for Services rendered through the date of termination. This Section 7.03 is not subject to Article 5 of this Agreement.

#### **Section 7.04 Suspension**

The CHA may at any time request that the Contractor suspend its Services, or any part thereof by giving ten (10) business days prior written notice to the Contractor or without notice in the event of an emergency. The Contractor shall promptly resume performance of such Services under the same terms and conditions as stated herein when requested to do so by the CHA. No suspension of this Agreement shall in the aggregate exceed a period of forty-five (45) days. If the total number of days of suspension exceeds 45 days, the Contractor shall treat such suspension as a termination for convenience.

#### **Section 7.05 No Damages for Delay**

The Contractor agrees that it shall make no claims against the CHA for damages, charges, interest, additional costs or fees incurred because of suspension of work or delays caused by the CHA. The Contractor's sole and exclusive remedy for suspension of work or delay is to allow the Contractor to perform.

**Section 7.06 Right to Offset**

To the extent permitted by applicable law:

- A. In connection with performance under the Agreement, the CHA may offset any incremental costs and other damages the CHA incurs in any and all of the following circumstances:
- i. if the CHA terminates the Agreement for default or any other reason resulting from the Consultant's performance or non-performance;
  - ii. if the CHA exercises any of its remedies under Section 7.02 of the Agreement;
  - iii. if the CHA has any credits due or has made any overpayments under the Agreement.

The CHA may offset these incremental costs and any other damages by use of any payment due for Services completed before the CHA terminated the Agreement or before the CHA exercised any remedies. If the amount offset is insufficient to cover those incremental costs and other damages, the Consultant shall be liable for and must promptly remit to the CHA the balance upon written demand for it. The right to offset is in addition to and not a limitation of any other remedies available to the CHA.

- B. Without breaching this Agreement, the CHA may set off a portion of the compensation due under this Agreement in an amount equal to the amount of any liquidated or un-liquidated damages or claims that the CHA has against the Consultant arising out of any other agreements between the CHA and the Consultant or otherwise unrelated to this Agreement. If and when the CHA's claims against the Consultant are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the CHA will reimburse the Consultant to the extent of the amount the CHA has offset against this Agreement inconsistently with the determination or resolution.

**ARTICLE 8 SPECIAL CONDITIONS**

**Section 8.01 Warranties and Representations**

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

- A. That it is financially solvent; that it and each of its employees, agents, contractors, sub-contractors or Contractors of any tier are competent to perform the Services required under this Agreement; and that the Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein;
- B. That no officer, agent or employee of the CHA is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the CHA Board of Commissioners and that no

payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of any contractor, sub-contractor or Contractors to the Contractor or higher tier sub-contractors or anyone associated therewith, as an inducement for the award of a contract or order; and the Contractor further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions set forth herein shall be voidable as to the CHA;

- C. That Contractor shall not knowingly use the services of any ineligible entity for any purpose in the performance of its Services under this Agreement;
- D. That Contractor and its contractors, sub-contractors, or Contractors, if any, are not in default at the time of the execution of this Agreement, or deemed by the Director of the Procurements and Contracts Department to have, within five (5) years immediately preceding the date of this Agreement, been found to be in default on any agreement awarded by the CHA;
- E. That the Contractor has carefully examined and analyzed the provisions and requirements of this Agreement; that it understands the nature of the Services required; that from its own analysis it has satisfied itself as to the nature of the requirements for performance of this Agreement, the general and special conditions of the Grant Agreement, the Addendum to Agreement and all other matters which in any way may affect this Agreement or its performance; and that the time available to it for such examination, analysis, and preparation was adequate;
- F. That the Agreement is feasible of performance in accordance with all of its provisions and requirements and that the Contractor can and shall perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- G. That, except only for those representations, statements, or promises expressly contained in this Agreement, and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the CHA, its officials, agents, or employees, has induced the Contractor to enter into this Agreement or has been relied upon by the Contractor.
- H. That the Contractor and, to the best of its knowledge, its sub-contractors are not in violation of the provisions of 18 U.S.C. §666(a)(1) and the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. (1989), as amended; that the Contractor certifies that it has read the provisions of 18 U.S.C. §666(a)(1), the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. and the CHA's Ethics Policy, as amended and warrants that it and its officers and employees will comply with the provisions set forth therein.
- I. That the Contractor acknowledges that the CHA, in its selection of the Contractor to perform the Services hereunder, materially relied upon the Contractor's proposal; that the aforesaid information was accurate at the time it was made; and that no material changes in the Proposal have been nor will be made without the express consent of the CHA;

- J. The Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination of this Agreement.

**Section 8.02 Joint and Several Liability**

In the event that the Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by the Contractor shall be the joint and several obligation or undertaking of each such individual or other legal entity.

**Section 8.03 Conflict of Interest:**

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

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Contractors, presently have no interest and shall acquire no interest, direct or indirect, in this Agreement which would conflict in any manner or degree with the performance of the Services hereunder. The Contractor further covenants that no person having any such interest shall be employed in the performance of this Agreement. Contractor agrees that if the CHA determines that any of Contractor's services for others conflict with the Services that Contractor is to render for the CHA under this Agreement, Contractor shall terminate such other services immediately upon request of the CHA.

Additionally, pursuant to the conflict of interest requirements in OMB Circular A102, no person who is an employee, agent, Contractor, officer, or appointed official of the CHA and who exercises or has exercised any functions or responsibilities with respect to City of Chicago, CCF or DOC assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such City of Chicago, CCF or DOC activities, may obtain a financial interest or benefit from the activity, or have an interest in any agreement, sub-agreement, or with respect thereto, or the proceeds hereunder, either for himself or herself or for those whom he or she has family or business ties, during his or her tenure or for one year thereafter.

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

**Section 8.04 Non-liability of Public Officials**

No official, employee or agent of the CHA shall be charged personally by the Contractor, by any assignee or sub-contractor of the Contractor with any liability or expenses of defense or be held personally liable to the Contractor under any term of provision of this Agreement, because of CHA's execution or attempted execution of the Agreement, or because of any breach hereof.

**Section 8.05 Independent Contractor**

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

**ARTICLE 9 GENERAL CONDITIONS**

**Section 9.01 Entire Agreement**

This Agreement, comprised of this Agreement and the exhibits attached hereto and incorporated herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein. In the event of a conflict between the Agreement and any exhibits thereto or portions thereof that have been incorporated by reference, first the terms and conditions of the Grant Agreement, then the Addendum to the Agreement and then Agreement shall be controlling in that order.

**Section 9.02 Counterparts**

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

**Section 9.03 Amendments**

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

Whenever in this Agreement the Contractor is required to obtain prior written approval, the effect of any approval which may be granted pursuant to the Contractor's request shall be prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event may approval apply retroactively to a date before the approval was requested.

**Section 9.04 Compliance with All Laws/Governmental Orders**

- A. The Contractor shall at all times observe and comply with all applicable Federal, State and local laws, ordinances, rules, regulations and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement, including but not limited to, U.S. Department of Justice Regulations, Title VI of the Civil Rights Act of 1967 (42 U.S.C. 2000d et seq.); Fair Housing Act (42 U.S.C. 3601-20 et seq.); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Rehabilitation Act of 1973 (29 U.S.C. 794); Davis-Bacon Act, as amended (40 U.S.C., 276a-276a-5); Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); National Environmental Policy Act of 1969 (24 CFR Part 58); Clean Air Act (42 U.S.C. §7401 et seq.); Federal Water Pollution Control Act (33 U.S.C. §1251), as amended; Flood Disaster Protection Act of 1973 (42 U.S.C. 4106); Uniform Relocation Assistance and Real Property Development Acquisition Policies Act of 1970 (42 U.S.C. 4601); Executive Order 11246, as amended by Executive Orders 12086 and 11375; Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 483 l(b)); Executive Order 12372; Copeland "Anti-Kickback" Act (18 U.S.C. §874 and 40 U.S.C. §276); Byrd "Anti-Lobbying" Amendment (31 U.S.C. §1352); and Debarment and Suspension (Executive Orders 12549 and 12689). Additionally, the Contractor shall comply with the applicable provisions of OMB Circulars A-133, A- 102, A-122, A-110 and A-87, as amended, succeeded or revised.
- B. The Contractor shall take such actions as may be necessary to comply promptly with any and all governmental orders imposed by any duly constituted government authority whether imposed by Federal, state or local authority.

#### **Section 9.05 Governing Law**

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

#### **Section 9.06 Severability**

If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid,

inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

**Section 9.07 Interpretation**

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

**Section 9.08 Assigns**

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

**Section 9.09 Cooperation**

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

**Section 9.10 Waiver**

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

**Section 9.11 Deemed Inclusion**

Provisions required by law, ordinances, rules, regulations or executive orders to be included in this Agreement are deemed inserted in this Agreement whether or not they appear in the Agreement or, upon application of either party, the Agreement shall be amended to make this

insertion; however, in no event shall the failure to insert the required provisions before or after the Agreement is signed prevent its enforcement.

## **ARTICLE 10 COMMUNICATION, NOTICES AND BILLING INFORMATION**

### **Section 10.01 Communication between the Parties**

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

### **Section 10.02 Notices**

Any notices sent to the Contractor shall be mailed by certified mail, postage prepaid to:

Community Justice for Youth Institute  
10 West 35th Street, 9th Fl.  
Chicago, IL 60616

Attention: Cheryl Graves

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

Chicago Housing Authority  
60 E. Van Buren, 10th Floor  
Chicago, Illinois 60605

Attn: Executive V.P. of Resident Services

and

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



**ARTICLE 11 AUTHORITY**

**Section 11.01 CHA's Authority**

Execution of this Agreement is pursuant to the United States Housing Act of 1937, 42 U.S.C. §§1437 et seq., regulations officially published by HUD, and the Illinois Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances.

**Section 11.02 Contractor's Authority**

To the extent applicable, execution of this Agreement by Contractor is authorized by a resolution of the City Council of Chicago, or the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached hereto and incorporated by reference herein.

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

**CHICAGO HOUSING AUTHORITY**

By: *Dionna Brookens*  
Dionna Brookens  
Senior Director of Procurement  
Department of Procurement and Contracts

**COMMUNITY JUSTICE FOR  
YOUTH INSTITUTE**

By: *Cheryl M. Graves*  
Name: Cheryl M. Graves  
Title: Executive Director

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

By: *Scott Ammarell*  
Scott Ammarell  
Chief Legal Officer