

Form CDBG 2020: to be used only for Delegate Agency Grant Agreements funded wholly through the U.S. Department of Housing and Urban Development's Community Development Block Grant Program (Year 46) and not involving construction or loans (Rev 11/19)

Fund Numbers and amounts:

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

Is the Subrecipient a Business Associate (as defined in HIPAA)? Yes No

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

For questions on completing this, contact the City's HIPAA Privacy Officer, Stephen Murphy

Brief Description of Program (the "**Program**"):

Grant funds are to develop viable urban communities by providing decent housing, a safe and sanitary living environment, and expanding economic opportunities, principally for persons with moderate income.

SPECIAL CONDITIONS

You acknowledge and agree:

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

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

This Agreement will take effect as of the Start Date and continue through the End Date or until the Services are completed or until this Agreement is terminated, whichever occurs first (the "**Term**"). All Services must be performed within the Term and as more specifically required under this Agreement. "**Agreement**" means this Delegate Agency Grant Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

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

Notwithstanding the Maximum Compensation, the amount of funds the City commits to pay to you as of the effective date of this Agreement ("**Committed Compensation**") is reflected in the

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

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

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

- Exhibit A Budget Summary
- Exhibit B Scope of Services (Work Program)
- Exhibit C Economic Disclosure Statement and Affidavit (Certificate of Filing)

The signature page to this Agreement follows Exhibit C.

- Exhibit D Terms and Conditions
- Exhibit E Additional Agreement Provisions
- Exhibit F Insurance Requirements
- Exhibit G HIPAA Requirements

Exhibits D through G may be found at the link on the first page of this Agreement.

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EXHIBIT A

BUDGET SUMMARY(IES)

(Attached)

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EXHIBIT B

SCOPE OF SERVICES
(WORK PROGRAM(S))

(Attached)

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EXHIBIT C

ECONOMIC DISCLOSURE STATEMENT & AFFIDAVIT

(Certificate of Filing attached)

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Signature page to Delegate Agency Grant Agreement

Name of Delegate Agency:	Contract (P.O.) Number:
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The delegate agency should add name and title of the authorized official, plus signature and date

Signed at Chicago, Illinois:

City Approval	Delegate Agency Acceptance
Typed Name and Title of Approving City Official: Commissioner, Department of _____	Typed Name and Title of Authorized Delegate Agency Official (executive director or corp. president) ¹ :
Signature of Approving City Official:	Signature of Approving Delegate Agency Official:
Date of Signature:	Date of Signature:

Notarization of signature of Delegate Agency Official:

State of _____
 County of _____

This instrument was acknowledged before me on _____ (date)
 by _____ (name/s of person/s) as _____ (type of name)
 authority, e.g., officer, trustee, etc.) of _____ (name)
 of party on behalf of whom instrument was executed).

the notary public should complete this section when the delegate agency official signs this page

Signature of Notary Public

SEAL:

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