



# City of Chicago



O2018-4109

Office of the City Clerk

## Document Tracking Sheet

**Meeting Date:** 5/23/2018

**Sponsor(s):** Emanuel (Mayor)  
Moreno (1)  
Maldonado (26)

**Type:** Ordinance

**Title:** Agreement with Neighborhood Housing Services of Chicago, Inc. for administration of 606 Bloomingdale Trail Neighborhood Area Neighborhood Improvement Program and expenditure of associated affordable housing opportunity funds

**Committee(s) Assignment:** Committee on Housing and Real Estate

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois, and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City, through its Department of Planning and Development ("DPD"), desires to establish a 606 Bloomingdale Trail Neighborhood Area Neighborhood Improvement Program ("606 NIP Program") to fund improvements in a total amount not to exceed \$1,000,000 to income-qualified, eligible single-family residential properties that are located within certain census tracts near the park and trail system generally known as the 606 Bloomingdale Trail, as more specifically set forth on Exhibit A, attached hereto (the "606 NIP Program Area"); and

WHEREAS, pursuant to Section 2-45-115(G)(1) of the Municipal Code of Chicago (the "Municipal Code"), certain funds derived from payments to the City pursuant to Sections 2-45-110 and 2-45-115 of the Municipal Code may be used for the construction, rehabilitation or preservation of affordable housing; and

WHEREAS, DPD desires to enter into an agreement with Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS"), to perform certain administrative services for the 606 NIP Program (the "Agreement"); now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The 606 Bloomingdale Trail Neighborhood Area Neighborhood Improvement Program, as set forth in Exhibit B attached hereto and made a part hereof, is hereby authorized.

SECTION 3. NHS is hereby designated to administer the 606 NIP Program, subject to the supervision of DPD.

SECTION 4. Subject to the approval of the Corporation Counsel, and subject to the appropriation of funding, the Commissioner of DPD (the "Commissioner") and a designee of the Commissioner are each hereby authorized to negotiate, execute and deliver the Agreement with NHS to administer the 606 NIP Program substantially in the form attached hereto as Exhibit C and made a part hereof, and such other supporting documents as may be necessary to carry out and comply with the provisions thereof, with such changes, deletions and insertions as shall be approved by the persons executing the agreement, and are each hereby authorized to perform any and all acts as shall be necessary or advisable in connection with the 606 NIP Program.

SECTION 5. The 606 NIP Program is an Eligible Program, and employees of the City who qualify for participation in the 606 NIP Program are Eligible Persons, as such terms are defined in Section 2-45-130 of the Municipal Code.

SECTION 6. The amount of \$1,000,000 is hereby appropriated for the 606 NIP Program from the Affordable Housing Opportunity Fund, as such term is defined in Section 2-45-115(G) of the Municipal Code. Any portion of this amount that has not been encumbered by fully signed Grant Documents pursuant to Section 4.4(c) of the Agreement within two years of the effective

date of this ordinance shall be deemed unappropriated and returned to the Affordable Housing Opportunity Fund without further action by the City Council.

SECTION 7. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 8. This ordinance shall be effective as of the date of its passage and approval.

Exhibit A

606 Bloomingdale Trail Neighborhood Area Neighborhood Improvement Program Area

Census  
Tracts:

Logan Square

Entire tract: 2229.00 2228.00 2227.00 2226.00 2225.00

Partial tract: 2209.00 2210.00 2211.00 2212.00 2213.00

From tracts' southern borders north to include homes on both the north and the south sides of Dickens Avenue

2004.02

From tract's southern borders north to include homes on both the north and the south sides of Dickens Avenue; and from the tract's eastern boundary west to include homes on both the east and the west sides of Harding Avenue

8312.00

From the tract's eastern boundary west to include homes on both the east and the west sides of Harding Avenue

Humboldt Park

Entire tract: 2304.00 2303.00 2302.00 2301.00

Partial tract: 2307.00 2308.00 2309.00

From tracts' northern borders south to include homes on both the north and the south sides of Le Moyne Street

West Town

Entire tract: 2408.00 2407.00

Partial tract: 2410.00

From tract's northern border south to include homes on both the north and the south sides of Le Moyne Street

Exhibit B

606 Bloomingdale Trail Neighborhood Area Neighborhood Improvement Program

General Description:

The Program provides forgivable, no-interest grants to qualifying owners to fund improvements to single-family residential properties that are located within certain census tracts near the park and trail system generally known as the 606 Bloomingdale Trail.

"606 NIP Program Area" shall have the meaning set forth in the Recitals and on Exhibit A hereto.

"Application" means an application from a potential Eligible Homeowner for a Grant hereunder, in a form approved by DPD.

"Eligible Homeowner" means, collectively, all the persons who have continuously occupied a Qualified Housing Unit as their primary residence for at least three years prior to the Application date, and which may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements, qualifying as a Qualified Family at the time the Eligible Homeowner submits an Application, but shall not include any individual who is an employee of the City, or any individual who is an employee, agent, consultant, officer, elected official, or appointed official of the City's administrator (or any person who was an employee, agent, consultant, officer or elected or appointed official within one year prior to the date any Grant is made) if, in either case, the individual exercises or has exercised any functions or responsibilities with respect to activities assisted with Program Funds or who is or was in a position to participate in a decision-making process or gain inside information with regard to such activities, or has or will have any interest in any contract, subcontract or agreement with respect to the housing unit, either for himself or for those with whom he has family or business ties.

"Eligible Costs" means the following rehabilitation costs which are incurred by Eligible Homeowners pursuant to the Grant Documents and funded with Grant funds: exterior improvements including but not limited to roofs, windows, entryways, porches and masonry; up to 30% of the total Grant amount may be used for interior life/safety improvements, but only to the extent that such improvements are designed to address a current (rather than potential) health and safety risk; and related permit fees and architect's fees.

"Grant" means any grant of funds, in an amount not to exceed the Maximum Program Assistance, made by the City's administrator to an Eligible Homeowner from Program Funds. Each Grant is subject to recovery by the City's administrator or the City if the grantee ceases to continuously occupy the Qualified Housing Unit for five years after the Grant date, pursuant to the following:

If grantee ceases occupancy:	Percent of Grant amount to be repaid by grantee:
------------------------------	--

Within one year of Grant date	100%
Within two years of Grant date	80%
Within three years of Grant date	60%
Within four years of Grant date	40%
Within five years of Grant date	20%

"Grant Documents" means the agreements and instruments, including a Mortgage, entered into between the City's administrator and an Eligible Homeowner in connection with a Grant, which documents shall be in substantially the form approved by Corporation Counsel.

"Maximum Program Assistance" means \$25,000 for a Qualified Housing Unit.

"Median Income" means the median income of the Chicago area, adjusted for family size, as determined by the U.S. Department of Housing and Urban Development from time to time.

"Mortgage" means a mortgage lien on the Qualified Housing Unit, in favor of the City as mortgagee, recorded with the Cook County Recorder's Office, which mortgage may be junior in lien to any prior mortgage on the Qualified Housing Unit, and which may be subordinated to any replacement senior mortgage that is undertaken during the Grant repayment period.

"Program Funds" means those funds which will be used by the City to implement the Program.

"Qualified Family" means a family whose annual household income does not exceed 120 percent of the Median Income.

"Qualified Housing Unit" means a one- to four-unit residence located within the 606 NIP Program Area which is used for residential purposes; provided, however, that the residence has not been assisted within the five years prior to the date of Application with a home improvement grant or subsidy under the City's Neighborhood Lending Program. In the case of a two- to four-unit residence, one unit shall be occupied by the Eligible Homeowner at the time the Application is made and the Grant Documents are executed.

Exhibit C

606 Bloomingdale Trail Neighborhood Area Neighborhood Improvement Program Agreement

This 606 Bloomingdale Trail Neighborhood Area Neighborhood Improvement Program Agreement (the "Agreement") is made on \_\_\_\_\_, 2018 (the "Effective Date") by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Planning and Development ("DPD"), and Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS").

Recitals

WHEREAS, by an ordinance adopted by the City Council of the City on \_\_\_\_\_, 2018, the City has approved the execution and delivery of this Agreement to implement a program known as the 606 Bloomingdale Trail Neighborhood Area Neighborhood Improvement Program (the "Program"), which Program will fund improvements to eligible single-family residential properties that are located within certain census tracts near the park and trail system generally known as the 606 Bloomingdale Trail, as more specifically set forth on Exhibit A, attached hereto (the "606 NIP Program Area"); and

WHEREAS, DPD desires to implement the Program by using the services of NHS, and NHS desires to administer the Program in accordance with the provisions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

ARTICLE I Incorporation and Recitals

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

ARTICLE II Definitions

"606 NIP Program Area" shall have the meaning set forth in the Recitals and on Exhibit A hereto.

"Application" means an application from a potential Eligible Homeowner for a Grant hereunder, in a form prepared by NHS and approved by DPD.

"Corporation Counsel" means the Corporation Counsel of the City.

"Eligible Costs" means the following rehabilitation costs which are incurred by Eligible Homeowners pursuant to the Grant Documents and funded with Grant funds: exterior improvements including but not limited to roofs, windows, entryways, porches and masonry; up to 30% of the total Grant amount may be used for interior life/safety improvements, but only to the extent that such improvements are designed to address a current (rather than potential) health and safety risk; and related permit fees and architect's fees.

"Eligible Homeowner" means, collectively, all the persons who have continuously occupied a Qualified Housing Unit as their primary residence for at least three years prior to the Application date, and which may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements, qualifying as a Qualified Family at the time the Eligible Homeowner submits an application to NHS, but shall not include any individual who is an employee of the City, or any individual who is an employee, agent, consultant, officer, elected official, or appointed official, of NHS (or any person who was an employee, agent, consultant, officer or elected or appointed official within one year prior to the date any Grant is made) if, in either case, the individual exercises or has exercised any functions or responsibilities with respect to activities assisted with Program Funds or who is or was in a position to participate in a decision-making process or gain inside information with regard to such activities, or has or will have any interest in any contract, subcontract or agreement with respect to the housing unit, either for himself or for those with whom he has family or business ties.

"Event of Default" means any event of default as set forth in Section 5.1 hereof.

"Grant" means any grant of funds, in an amount not to exceed the Maximum Program Assistance, made by NHS to an Eligible Homeowner from Program Funds. Each Grant is subject to recovery by NHS or the City if the grantee ceases to continuously occupy the Qualified Housing Unit for five years after the Grant date, pursuant to the following:

If grantee ceases occupancy:	Percent of Grant amount to be repaid by grantee:
Within one year of Grant date	100%
Within two years of Grant date	80%
Within three years of Grant date	60%
Within four years of Grant date	40%
Within five years of Grant date	20%

"Grant Documents" means the agreements and instruments, including a Mortgage, entered into between NHS and an Eligible Homeowner in connection with a Grant, which documents shall be in substantially the form approved by Corporation Counsel.

"HUD" means the United States Department of Housing and Urban Development.

"Lottery" shall have the meaning set forth in Section 4.3(b) hereof.

"Maximum Program Assistance" means \$25,000 for a Qualified Housing Unit.

"Median Income" means the median income of the Chicago area, adjusted for family size, as determined by HUD from time to time.

"Mortgage" means a mortgage lien on the Qualified Housing Unit, in favor of the City as mortgagee, recorded with the Cook County Recorder's Office, which mortgage may be junior in lien to any prior mortgage on the Qualified Housing Unit, and which may be subordinated to any replacement senior mortgage that is undertaken during the Grant repayment period.

"NHS" means Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation, and its successors and assigns.



"Program Funds" means those funds which will be used by the City to implement the Program in accordance with this Agreement.

"Qualified Family" means a family whose annual household income does not exceed 120 percent of the Median Income.

"Qualified Housing Unit" means a one- to four-unit residence located within the 606 NIP Program Area which is used for residential purposes; provided, however, that the residence has not been assisted within the five years prior to the date of Application with a home improvement grant or subsidy under the City's Neighborhood Lending Program. In the case of a two- to four-unit residence, one unit shall be occupied by the Eligible Homeowner at the time the Application is made and the Grant Documents are executed.

"State" means the State of Illinois.

### ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1 Representations and Warranties. In connection with the executions and delivery of this Agreement, NHS represents and warrants to the City that:

(a) NHS is incorporated in the State as a not-for-profit corporation; and is in good standing in the State;

(b) NHS is financially solvent and able to pay its debts as they mature;

(c) NHS, its employees, agents and officials are competent and qualified to perform the services required under this Agreement;

(d) NHS has the right, power and authority to execute, deliver and perform, or cause to be performed, this Agreement under the terms and conditions stated herein; NHS has obtained and received all necessary approvals from its Board of Directors and any other required approvals which are necessary for NHS to execute and deliver this Agreement and to perform its duties hereunder;

(e) no member of the governing body of the City and no other elected official, appointed official, officer, agent, consultant or employee of the City is employed by NHS or has a financial or economic interest directly in this Agreement or the compensation to be paid hereunder except as may be permitted by the Board of Ethics established pursuant to the Municipal Code of Chicago;

(f) NHS is not in default on any contract or loan awarded to NHS by the City at the time of the execution of this Agreement, and NHS has not been, within five years preceding the date hereof, in default on any contract or loan awarded to NHS by the City;

(g) NHS has carefully examined and analyzed the provisions and requirements of this Agreement and, from this analysis, NHS has satisfied itself as to the nature of all things needed for the performance of this Agreement; and the time available to NHS for such examination, analysis, inspection and investigation has been adequate;

(h) this Agreement is feasible of performance by NHS as appropriate, in accordance with all of its provisions and requirements;

(i) 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 City, its officials, agents or employees, has induced NHS to enter into this Agreement or has been relied upon by NHS including any with reference to: (A) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (B) the general conditions which may in any way affect this Agreement or its performance; (C) the compensation provisions of this Agreement; or (D) any other matters, whether similar to or different from those referred to in (A) through (C) immediately above, affecting or having any connection with this Agreement, the negotiation hereof, any discussions hereof, the performance hereof or those employed herein or connected or concerned herewith;

(j) NHS was given ample opportunity and time and was requested by the City to review thoroughly this Agreement prior to execution of this Agreement in order that NHS might request inclusion in this Agreement of any statement, representation, promise or provision which is desired or on which NHS wished to place reliance, that it did so review said documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, NHS expressly hereby relinquishes the benefit of any such omitted statement, representation, promise or provision and NHS is willing to perform this Agreement in its entirety without claiming reliance thereon or making any other claim on account of such omission;

(k) to the knowledge of NHS, there are no actions or proceedings by or before any court or governmental commission, board, bureau or other administrative agency pending or threatened against or affecting NHS which if adversely determined could materially and adversely affect the ability of NHS to perform hereunder or which might result in any material, adverse change to the financial condition of NHS or may materially affect the property or assets of NHS; and

(l) this Agreement has been executed and delivered by authorized officers of NHS and constitutes a legal, valid and binding obligation of NHS, enforceable in accordance with its terms.

3.2 Covenants. In connection with the execution and delivery of this Agreement, NHS covenants to the City that:

(a) except for its own employees, NHS will not use any individual, organization, partnership or corporation to carry out any of the duties or obligations of NHS hereunder, unless (1) NHS first obtains a certification of such individual, organization, partnership or corporation substantially the same as the representations, warranties and covenants contained in this Article III and in Article IV hereof, (2) such certifications shall be addressed and delivered to the City and (3) the City approves, in writing, the use of such individual, organization, partnership or corporation;

(b) all warranties and representations of NHS contained in this Agreement will be true, accurate and complete at the time of each Grant made pursuant to this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto for the length of this Agreement;

(c) NHS shall be subject to, obey and adhere to any and all federal, State and local laws, statutes, ordinances, rules, regulations and executive orders as are now or may be in effect during the term of this Agreement which may be applicable to NHS;

(d) NHS shall remain solvent and able to pay its debts as they mature;

(e) no member of the governing body of the City and no other elected official, appointed official, officer, agent, consultant or employee of the City shall have any personal interest, direct or indirect, in the business of NHS or shall participate in any decision relating to the business of NHS which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is directly interested;

(f) no former member of the governing body of the City and no former other elected official, appointed official, officer, agent, consultant or employee of the City shall, for a period of one year after the termination of such person's term of office or employment, assist or represent NHS in any business transaction involving the City or any of its agencies, if the person participated personally and substantially in the subject matter of the transaction during his/her term of office or employment, provided that if the person exercised contract management authority with respect to this Agreement (including any Grant), this prohibition shall be permanent as to this Agreement;

(g) NHS shall immediately notify the City of any and all events or actions which may materially adversely affect the ability of NHS to carry on its operations or perform any or all of its obligations under this Agreement at any time while this Agreement is in effect;

(h) NHS shall not enter into any other agreement or transaction which would conflict with the performance of the duties of NHS hereunder or under any of the Grant Documents;

(i) during the term of this Agreement, NHS shall continue as an Illinois not-for-profit corporation in good standing under the laws of the State; and

(j) NHS shall enforce all provisions of the Grant Documents in accordance with the terms thereof and shall provide to the City all notices required hereunder or thereunder.

#### ARTICLE IV Duties and Obligations

4.1 NHS shall execute and deliver to DPD such documents as may be required by the Corporation Counsel to evidence NHS's participation in the Program, including, but not limited to, the City's current form of Economic Disclosure Statement and an opinion of counsel in substantially the form of Exhibit B attached hereto and incorporated herein.

4.2 (a) NHS agrees that the total amount of funds available for the Program hereunder shall be \$1,000,000 and that there have been no representations, assurances or agreements that any other assistance shall be forthcoming from the City. NHS shall provide written notice to the City when the aggregate amount of Program Funds committed or paid hereunder, including Grants and administrative costs paid to or for the account of NHS pursuant to Section 6.5, equals \$400,000 and thereafter when the amount of Program Funds committed or paid hereunder, including Grants and administrative costs paid to or for the account of NHS pursuant to Section 6.5, reaches \$1,000,000. Program Funds are deemed committed for purposes of this Section when NHS has determined the amount of Program Funds to be the subject of a Grant and sent notice of final approval of an Application pursuant to Section 4.3(e) to an Eligible Homeowner. No Grants shall be made or committed to be made by NHS hereunder when such commitment would result in the aggregate amount of Grants, together with all administrative costs related to such Grants paid to NHS pursuant

to Section 6.5, exceeding \$1,000,000 (or such other amount as the City may determine from time to time). No Grants shall be made or committed to be made by NHS hereunder when such commitment occurs after the date of receipt of the notice from the City described in Section 6.2 hereof regarding the termination of this Agreement.

(b) As of the date of this Agreement, the total amount of funds available hereunder for use under this Program is \$1,000,000. This amount may be changed from time to time upon written notice by DPD to NHS, provided that the aggregate amount shall not exceed \$1,000,000 (or such other amount as the City may determine from time to time).

4.3 (a) NHS shall accept and process Applications in the following manner (or as otherwise agreed to by DPD and NHS):

- (i) NHS shall make Application forms available for a period of four to six weeks;
- (ii) NHS shall make applications available at certain locations within the 606 NIP Program Area such as community centers or libraries (as agreed to by DPD);
- (iii) Applications shall also be available by calling NHS;
- (iv) The Application will be approximately three (3) pages in length, from which NHS will be able to determine eligibility hereunder. NHS will require homeowners to provide more information if needed;
- (v) All Applications shall be returned directly to NHS; the City will not accept Applications; and
- (vi) All Applications must be received by a defined deadline of two weeks after the expiration of the period in (i) above.

(b) NHS shall review all Applications for eligibility, completeness and compliance with the Agreement. NHS shall verify the initial eligibility of each applicant within five days after its receipt in the manner described in subsection (c) below. Only those Applications which meet such criteria will be part of the Lottery. Applications so approved are to be numbered as they are received until the expiration of the period in (a)(vi) above. All such applicants shall be notified of the Lottery date and location by mail at least one week prior to holding the Lottery. The Lottery shall be conducted in a public place. At the lottery meeting a method determined by DPD and NHS Applications will be selected ("Selected Applicants") for further processing. The process by which the Selected Applicants are identified is referred to herein as the "Lottery." The amount of each Grant request from each Selected Applicant, including the applicable fee to be paid to NHS hereunder, will be deemed to be for the Maximum Program Assistance. When the aggregate amount entered in the log reaches up to \$848,000, or such other amount as DPD shall in writing specify to NHS, then NHS shall stop selecting Applications.

To accommodate the possibility that additional Selected Applicants will need to be chosen from eligible Applications because some earlier Applications are not in compliance with this Agreement, or because Program Funds are still available to make Grants, NHS may establish a waiting list of up to 25 applicants, to be chosen by the same lottery process described above. If additional Applications are needed thereafter, then NHS will designate a time and place as set forth

above to receive additional Applications.

(c) Prior to the date of the Lottery, for each potential Eligible Homeowner, NHS shall obtain income and title information regarding the Eligible Homeowner and the Qualified Housing Unit, respectively, and shall verify information presented in the Application. NHS shall assure that an Eligible Homeowner qualifies as a Qualified Family at the time an Application is received by NHS. In determining whether an Eligible Homeowner qualifies as a Qualified Family, NHS calculates income in a manner determined by NHS and approved by DPD.

(d) NHS shall securely forward the name, address and Social Security number of every Selected Applicant to the City's Department of Finance for a scofflaw check. NHS shall perform an initial site visit to verify that the property will qualify. NHS shall approve a scope of work. No building will qualify as a Qualified Housing Unit hereunder if the combination of the Grant funds, funds from the Eligible Homeowner and matching loan funds described in Section 4.4(b) hereof do not cover the cost of correcting the health and safety issues which have been identified by NHS inspectors. For any Qualified Housing Unit, no more than 30% of the Eligible Costs paid for from Program Funds can relate to interior life/safety improvements.

(e) For applicants who do not meet the requirements of this Agreement, as determined by NHS after its initial review described in subsection (c) above, NHS shall provide notice to such applicants that their Application has been rejected within two weeks after the expiration of the period described in subsection (a)(vi) above. For all applicants whose Application is in compliance with the requirements of this Agreement (based on NHS's initial review described in subsection (c) above), NHS will notify each such applicant, within two weeks of the date of the Lottery, as follows: those who are not Selected Applicants will be notified that their name has been placed on a waiting list; and Selected Applicants will be asked for further information to process their Application. The notice to Selected Applicants will also inform the applicant that, if requested materials are not supplied within 45 days in a form satisfactory to NHS, the applicants will forfeit their status as a Selected Applicant and will be placed at the bottom of the waiting list. If the scofflaw check described in subsection (d) above reveals that any amounts are owed to the City, then the materials requested by NHS shall include evidence that all such amounts have been paid or that the applicant has entered into a payment plan with the City. Thereafter, NHS shall, within 90 days of the date of the Lottery, complete its review of all information required hereunder and notify each such Selected Applicant whether they are eligible for a Grant, the amount of the Grant, and whether other funds need to be obtained by the Applicant pursuant to Section 4.4(b). No Selected Applicant shall be eligible for a Grant hereunder until NHS has received the results of the scofflaw check described in (d) above and has received evidence either that all amounts owed to the City have been paid, or that the applicant has entered into a payment plan with the City. NHS shall provide the City with a copy of each such notice described above. All notices of rejection shall include the reasons for such rejection.

(f) NHS shall enforce the following energy-efficiency requirements for the program:

- (i) If a Qualified Housing Unit is having its roof replaced and the roof insulation is below R-49, then the project will be required to include R-49 insulation in the roof (except in the case that the roof cavity is not able to be insulated due to a finished attic) ("Insulation Requirement");
- (ii) If the Eligible Homeowner plans to replace the heating system, such as a boiler or furnace, in the Qualified Housing Unit, then the heating system

must meet the Energy Star standards for energy efficiency ("EE Heating System Requirement").

4.4 NHS shall provide the following services:

(a) Technical/Rehabilitation Services. For all Selected Applicants, NHS shall make an initial site visit to the Qualified Housing Unit, and assist the Selected Applicant in the preparation of detailed plans and specifications for the renovation work. NHS shall monitor the process by which the Selected Applicant selects a contractor (or contractors) to do the renovation work to ensure that any contractor has been selected through a competitive bid process. NHS must approve the contractor selected, which must be licensed and properly insured; in its approval, NHS shall consider the financial strength of the contractor. NHS shall review the contract(s) between the Selected Applicant and the contractor(s) for the renovation work. NHS shall make available to each Selected Applicant (i) a current list of contractors and subcontractors which are certified by the City as Minority Business Enterprises or Women Business Enterprises, and (ii) a current list of contractors and subcontractors which have current insurance certificates and proof of City home repair and/or business licenses on file with NHS. While the requirements of Section 2-92-330 of the Municipal Code of the City of Chicago (City Resident Employment Requirement) will not apply to the renovation work done pursuant to the Program, NHS shall use its best efforts to recruit and encourage the use of qualified contractors based in Chicago (particularly in the 606 Trail Area) for the renovation work being funded pursuant to this Agreement.

(b) Requirements for Grants for Qualified Housing Units. After approving an Application, NHS shall promptly prepare and execute Grant Documents for each Grant. NHS shall assure that each Grant satisfies all applicable requirements of federal, State and local law, and that:

- (i) Program Funds finance only Eligible Costs;
- (ii) [intentionally omitted];
- (iii) [intentionally omitted]; and
- (iv) one or more (up to four) units of the Qualified Housing Unit shall be occupied by the Eligible Homeowner.

(c) Closing. NHS shall promptly close each Grant. Prior to disbursement of any Program Funds by NHS, NHS shall require each Eligible Homeowner to enter into the Grant Documents. NHS shall assure that the renovation of the Qualified Housing Unit commences within six months of the date on which a Grant closes. NHS shall provide in all Grant Documents that the City is a third-party beneficiary of the Grant Documents. NHS shall not provide Program Funds to any Eligible Homeowner in an amount in excess of the applicable Maximum Program Assistance; provided, that the maximum amount so provided may be adjusted by mutual agreement of DPD and NHS based on the availability of Program Funds and the projected need of a particular community.

(d) Disbursement of Proceeds. All Program Funds that have not been encumbered by fully signed Grant Documents pursuant to Section 4.4(c) of this Agreement within two years of the effective date of the ordinance referred to in the Recitals shall be deemed unappropriated by the City and unavailable for further use under the Program. Subject to the prior sentence, the City will from time to time place all or a portion of the Program Funds, in an amount determined by DPD but

not exceeding \$1,000,000 in the aggregate, into an interest-bearing segregated or escrow account established by NHS for this purpose. Any income earned on amounts held in the account shall be used at the sole discretion of the City: (i) to make Grants hereunder, or (ii) in such other manner as the City determines. NHS shall disburse funds from this account to the City at the written request of the City if income is earned on amounts held in the account. NHS shall make any such disbursement within 30 days of its receipt of the City's request. NHS agrees that any disbursements from this account which are later determined to have been made in violation of this Agreement will be repaid to this account by NHS. Prior to disbursing any proceeds of a Grant, NHS shall determine the aggregate amount of Program Funds which have been provided or approved for a Qualified Housing Unit and shall not disburse any funds exceeding the Maximum Program Assistance. NHS shall also assure that no Program Funds shall be paid until such funds are needed to reimburse the Eligible Homeowner for the prior payment of Eligible Costs, and that the proceeds of a Grant do not exceed available Maximum Program Assistance with respect to the Qualified Housing Unit. No payment from Program Funds shall be made to the Eligible Homeowner until NHS receives evidence of prior payment to the contractor for the rehabilitation work (consisting of a copy of the check issued to the contractor, which is not required to be a cancelled check, and/or a copy of the sworn statement). There shall be no commingling of funds among Grants by NHS and each Grant shall be accounted for separately in the records maintained by NHS.

(e) Servicing; Monitoring.

(1) NHS shall specify an employee directly responsible for the working on each Grant. NHS shall provide DPD with notice of the person(s) responsible for these duties and the respective Grants.

(2) If an Eligible Homeowner breaches any covenant or agreement under the applicable Grant Documents, NHS shall mail notice of such breach to the Eligible Homeowner as provided in the Grant Documents (with a copy to DPD) and shall take such further action consistent with the terms of this Agreement.

(3) NHS shall monitor the progress of the renovation work to confirm compliance with this Agreement and the Grant Documents. The Grant Documents shall provide that the Eligible Homeowner must approve of payment of funds from NHS to a contractor for the rehabilitation work. NHS shall inspect the renovation work prior to providing payment. NHS shall make a final inspection of the renovation work at its completion to confirm compliance with this Agreement and the Grant Documents.

(f) Reporting. On the seventh day of each month of each year during the term hereof, NHS shall submit to the City a monthly report in a form approved by DPD and containing the following information for each Grant closed during the previous month, and for each Eligible Homeowner whose Application has been approved: (i) the address (including zip code) and census tract of the Qualified Housing Unit; (ii) the name, address, income and race (if known) of each Eligible Homeowner for such Qualified Housing Unit; (iii) the amount of the applicable Grant and the date of the Grant; (iv) the amount of Program Funds, if any, provided to such Eligible Homeowner by the end of the preceding month, and the use of such funds; (v) the status of the renovation work on such Qualified Housing Unit; and (vi) the names of any Eligible Homeowners who have defaulted on any matching loan provided through NLS pursuant to Section 4.4(b) hereof. In addition, NHS shall also include the following in such report regarding the Program as of the end of the preceding month: (i) information about each matching loan made to an Eligible Homeowner, or matching funds

provided by the Eligible Homeowner, including the amount of the loan or other funds, the address of the subject property and evidence that matching funds were provided; (ii) number of renovations in process; (iii) number of renovations completed; (iv) total number of applicants; (v) total number of Applications reviewed; (vi) total number of Applications approved; (vii) total amount of Grant funds disbursed hereunder; (viii) number of Qualified Housing Units; (ix) description of building style; (x) whether initial site visit indicated that a new roof was needed; (xi) whether initial site visit indicated that additional roof insulation was needed; (xi) whether initial site visit indicated that air-sealing was needed; (xii) whether a new roof was installed; (xiii) whether roof insulation was installed; (xiv) whether air-sealing was performed; (xv) whether the heating system was replaced with an energy-efficient or non-energy-efficient replacement; (xvi) costs of any roof replacement; (xvii) cost of any air-sealing; (xviii) total project cost; and (xix) whether waiver for Electricity and Gas Data provided.

(g) Marketing. NHS shall make information about the Program, including Applications, readily available to persons applying to become Eligible Homeowners. In connection therewith, NHS shall prepare and distribute brochures and other written materials describing the Program. NHS shall also make appropriate personnel available to speak at seminars to promote and explain the Program and shall conduct other affirmative outreach efforts (including organizing or participating in seminars, conferences and public meetings) to disseminate information about the Program to the public. NHS shall cooperate (and shall bind its contractors to cooperate) with DPD in any program which DPD may undertake to promote and explain the Program. NHS shall dedicate sufficient employee time and resources to respond promptly to inquiries from potential applicants.

4.5 Prior to each disbursement of proceeds in connection with a Qualified Housing Unit (pursuant to Section 4.4 (d) hereof), NHS shall assure to its best efforts that the rehabilitation work performed by the contractor on that Qualified Housing Unit complies with the building codes of the City and required copies of applicable permits.

4.6 NHS shall be responsible for all actions of any agents, employees, officers of NHS performing any duties or obligations of NHS hereunder.

4.7 The City authorizes NHS to act, subject to the limitations contained herein: (i) to manage and service the Grants; (ii) to enforce or to refrain from enforcing the Grant Documents for each Grant; (iii) to give consents or approvals in connection with the Grant Documents for each Grant; (iv) to take or refrain from taking any action and make any determination provided for herein or in the Grant Documents; and (v) to exercise all such powers as are incidental thereto.

#### 4.8 Insurance.

(a) NHS must provide and maintain at its own expense, except as may be otherwise provided herein, during the term of this Agreement and during the time period following expiration if NHS is required to return and perform any of the work or services under the agreement, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

##### 1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of



not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

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

Subcontractors performing work for NHS must maintain limits of not less than \$1,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

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

4) Errors & Omissions/Professional Liability

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

5) Valuable Papers

When any media, data, records, reports, application and other documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

6) Blanket Crime

NHS must provide Blanket Crime coverage covering all persons handling funds under this Agreement against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit must be written to cover losses in the amount of maximum monies/funds collected, received and in the possession of NHS at any given time.

7) Property

NHS is responsible for all loss or damage to City property at full replacement cost that results from this Agreement.

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

b) NHS must furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1006, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. NHS must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to execution of the Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements. The failure of the City to obtain certificates or other insurance evidence from NHS is not a waiver by the City of any requirements for NHS to obtain and maintain the specified coverages. NHS must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve NHS of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by NHS.

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

The coverages and limits furnished by NHS in no way limit NHS'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 NHS under this Agreement.

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

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

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

If NHS or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements, and the City shall promptly notify NHS of any such changes.

#### ARTICLE V Events of Default; Remedies

5.1 Events of Default Defined. The following, subject to the notice and cure provisions of Section 5.2 hereof, shall each constitute an Event of Default hereunder:

(a) any misrepresentation, whether negligent or willful and whether in the inducement or in the performance of this Agreement, made by NHS to the City;

(b) failure by NHS to perform any of its duties or obligations under this Agreement;

(c) any change in ownership or control of NHS without the prior written approval of the City;

(d) the dissolution of NHS or the entry of a decree or order for relief by a court having jurisdiction with respect to NHS in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee or sequestrator (or other similar official) of NHS or for any substantial part of the property thereof or ordering the winding-up or liquidation of the affairs of NHS and the continuance of any such decree or order unstayed and in effect for a period of 30 consecutive days;

(e) the commencement by NHS of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by NHS to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian or sequestrator (or other similar official) of NHS or of any substantial part of the property of NHS or of any royalties, revenues, rents, issues or profits therefrom, or the making by NHS of any assignment for the benefit of creditors or the failure of NHS generally to pay its respective debts as such debts become due or the taking of action by NHS in furtherance of any of the foregoing;

(f) a final judgment for the payment of money in excess of \$100,000 shall be rendered by a court of competent jurisdiction against NHS, and NHS shall not discharge the same or provide for its discharge in accordance with its terms, or procure a stay of execution thereof, within 60 days from the date of entry thereof, or such longer period during which execution of such judgment shall have been stayed;

(g) default by NHS under any other agreement which NHS may currently have or may enter into with the City during the term of this Agreement; or

(h) a failure by NHS to fulfill its obligations under any Grant Documents.

5.2 Remedies. If any event referred to in Section 5.1 hereof cannot reasonably be cured within 30 days after receipt of notice given in accordance with the terms of this Agreement, or if NHS has failed, in the sole opinion of the City, to commence and continue diligent efforts to cure such event, the City may, at its sole option, declare an Event of Default hereunder. Whether to declare an Event of Default hereunder is within the sole discretion of the City and neither that decision nor

the factual basis for it is subject to review or challenge under this Agreement. Written notification of, or that results in, an Event of Default, and any intention of the City to terminate this Agreement, shall be provided to NHS and such decision shall be final and effective upon receipt of such notice pursuant to Section 6.14 hereof and failure to cure within the stated applicable cure period. Upon the giving of such notice, the City may 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 City;
- (b) the right of specific performance, an injunction or any other appropriate equitable remedy;
- (c) the right to money damages;
- (d) the right to withhold all or any part of the compensation of NHS hereunder; and
- (e) the right to deem NHS non-responsible in future contracts to be awarded by the City.

If the City considers it to be in its best interests, it may elect not to declare an Event of Default hereunder or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits NHS to continue to provide the services despite one or more Events of Default, NHS shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the City waive or relinquish any of its rights thereby.

The remedies under the terms of 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 or hereafter, at law, in equity or by statute. No delay or failure to exercise any right or power accruing upon any Event of Default shall impair any such right or power nor shall it be construed as a waiver of any Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

## ARTICLE VI General Provisions

6.1 Duration of the Agreement. This Agreement shall commence on the Effective Date and, unless earlier terminated pursuant to this Agreement, shall terminate when the last Grant payment is made by NHS hereunder.

6.2 Termination. The City may terminate this Agreement for convenience upon thirty (30) days written notice from the City. In such event, all rights and obligations running to and from each party shall be terminated and of no further force and effect; provided that NHS shall be obligated to maintain all records and monitoring obligations with respect to any Grant made in accordance with the terms of this Agreement for a period of five years after the date of the Grant.

6.3 Indemnification. NHS shall pay, indemnify and save the City and the City's officers, employees and agents harmless of, from and against, any and all losses incurred by any such party under this Agreement and any claim brought by reason of any such loss due to NHS's negligence, bad faith or willful misconduct. In the event that any claim is brought against the City or any of the

City's officers, employees or agents, by reason of any such loss, NHS, upon notice from the City, covenants to resist and defend such claim on behalf of the City and the City's officers, employees and agents. The City shall have the right to employ separate counsel in any such claim and to participate in the defense thereof and the fees and expenses of such counsel incurred shall be at the expense of NHS, without regard to any authorization of such employment by NHS.

6.4 Non-Liability of Public Officials. No official, employee or agent of the City shall be charged personally by NHS or by any assignee or subcontractor of NHS with any liability or expenses of defense or shall be held personally liable to NHS, or any assignee or subcontractor of NHS under any terms or provisions of this Agreement because of the City's execution or attempted execution hereof or because of any breach hereof.

6.5 Compensation. NHS shall not charge any Eligible Homeowner any fees or charges for a Grant hereunder. The only compensation received by NHS for performance under this Agreement shall be in accordance with this Section. NHS shall be entitled to compensation hereunder in an amount equal to 15 percent (15%) of the aggregate Program Funds paid by the City for Eligible Costs hereunder each month; such amount shall be payable upon submission of a Voucher by NHS to DPD, which Voucher shall contain a line item for NHS compensation hereof. The City shall not be responsible for the payment of any fees other than as set forth in this Section.

6.6 Documentation of Costs and Income; Records and Availability. All Eligible Costs paid from the proceeds of a Grant shall be supported by properly executed invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the Eligible Costs. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be maintained by NHS and shall be clearly identified and readily accessible to the City upon written request.

NHS shall maintain records evidencing compliance with the all requirements of the Program for each Qualified Housing Unit which is the subject of a Grant, including the provisions of Section 4.5. Such records shall be maintained for a period of five years after the date of the Grant. All Grant Documents shall be held by NHS for the benefit of the City during the term of this Agreement and for five years thereafter. Upon the written request of the City, NHS shall provide the City with access to and copies of such records.

At any time during normal business hours and as often as the City may deem necessary, NHS shall make available to the City (i) all of its records with respect to matters covered by this Agreement and (ii) access to its employees who have knowledge about the matters covered by this Agreement. NHS shall permit the City to audit, examine and make excerpts or transcripts from such records, and to make copies of records relating to personnel, conditions of employment and other data covered by this Agreement.

At any time during normal business hours and as often as the City may deem necessary, each Eligible Homeowner shall make available to the City the Qualified Housing Unit and records relating to tenants of the unit, if any, in order for the City to verify compliance with this Agreement, including Section 4.5. NHS shall include this requirement in the Grant Documents.

6.7 Non-discrimination. NHS agrees it shall be an unlawful employment practice for NHS (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his

employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual in any way of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color religion, sex, age, handicap or national origin.

NHS shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity clause, 56 Ill. Admin. Code 2520 Appendix G. Furthermore, NHS shall comply with and shall cause any contractor utilized under this Agreement to comply with the Discrimination in Public Contracts Act, 775 ILCS 10/0.01, et seq.

6.8 City Requirements. NHS shall comply with the Chicago Human Rights Ordinance, ch. 2.160, Section 2-160-010 et seq. of the Chicago Municipal Code (1990); and the Chicago Fair Housing Regulations ch. 5-8, Section 5-8-010 et seq. of the Chicago Municipal Code (1990).

NHS agrees to furnish and to cause each of its subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

NHS agrees that all of the aforementioned provisions will be incorporated in all agreements entered into with any suppliers of materials, furnisher of services, subcontractors of any tier, and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any such materials, labor of services in connection with this Agreement.

6.9 Assignment. NHS may not assign, sell, transfer or delegate any of its duties or obligations under this Agreement without the prior written consent of the City. The City may assign, sell, transfer or otherwise dispose of any of its rights hereunder, in whole or in part, without the permission of NHS.

6.10 Savings Clause. In case any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

6.11 Entire Agreement. This Agreement and the incorporated Exhibits constitute the entire Agreement and may not be modified, altered or amended unless agreed to by both parties in writing. Any waiver or any provision of this Agreement must be executed in writing by the party granting the waiver and such waiver shall not affect any other rights of the party granting the waiver or act to affect any other duty or obligation of the party receiving the waiver.

6.12 Counterparts. This Agreement is composed of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

6.13 Headings. The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

6.14 Notices. Unless otherwise specified, any notice, demand or request hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy; (c) overnight courier; or (d) registered or certified mail, return receipt requested.

IF TO CITY: Department of Planning and Development  
City of Chicago  
121 North LaSalle Street, Room 1000  
Chicago, Illinois 60602  
Attention: Commissioner

WITH COPIES TO: Office of the Corporation Counsel  
City of Chicago  
City Hall, Room 600  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Finance & Economic Development Division

and

Department of Finance  
City of Chicago  
121 North LaSalle Street, Room 700  
Chicago, Illinois 60602  
Attention: Comptroller

IF TO NHS: Neighborhood Housing Services of Chicago, Inc.  
1279 N. Milwaukee Ave. - 5<sup>th</sup> Floor  
Chicago, Illinois 60622  
Attention: Executive Director

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received on the business day immediately following deposit with the overnight courier and any notice, demand or request sent pursuant to clause (d) above shall be deemed received two business days following deposit in the mail.

6.15 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State without regard to its conflict of laws principles.

6.16 Approval. Wherever in this Agreement provision is made for the approval or consent of the City, or any matter is to be to the City's satisfaction, or the like, unless specifically stated to the contrary, such approval, consent, satisfaction or the like shall be made, given or determined by the City in its sole discretion, subject to the review by the Corporation Counsel. Any such approval, consent or other determination shall be made by the Commissioner of the Department of Planning and Development, or any designee thereof, in his or her role as administering this Agreement for the City.

6.17 Standard of Performance. NHS shall at all times act in the best interest of the City, consistent with the professional obligations assumed by it in entering into this Agreement. NHS shall perform, or cause to be performed, all services hereunder in accordance with the terms and

conditions of this Agreement and to the reasonable satisfaction of the City. Any review, approval, acceptance or payment for any and all of the services by the City shall not relieve NHS of its responsibility for the professional accuracy and due diligence of its services. This provision in no way limits the City's rights against NHS either under this Agreement or otherwise, at law or in equity.

6.18 References to Statutes, etc. All references herein to statutes, regulations, rules, executive orders, ordinances, resolutions or notices or circulars issued by any governmental body shall be deemed to include any and all amendments, supplements and restatements from time to time to or of such statutes, regulations, rules, executive orders, ordinances, resolutions, notices and circulars.

6.19 No Contractor Inducements. NHS shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of such Chapter, pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of such Chapter 2-156 shall be voidable as to the City.

6.20 No Business Relationship with City Elected Officials. Pursuant to Section 2-156-030(b) of the Municipal Code 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@ (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion of 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, or any person acting at the direction of such official, with respect to this Agreement, or in connection with the transactions contemplated hereby, shall be grounds for termination of this Agreement and the transactions contemplated hereby. NHS hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030(b) has occurred with respect to this Agreement or the transactions contemplated hereby.

Section 6.21. Shakman Accord Requirements.

(a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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



between the City and any personnel provided by NHS.

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

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

IN WITNESS WHEREOF, the City and NHS have executed this Agreement as of the date first set forth above.

CITY OF CHICAGO, by and through its Department of Planning and Development

By: \_\_\_\_\_  
David L. Reifman, Commissioner

NEIGHBORHOOD HOUSING SERVICES OF CHICAGO, INC., an Illinois not-for-profit corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

EXHIBIT A

606 Bloomingdale Trail Neighborhood Area Neighborhood Improvement Program Area

Census  
Tracts:

Logan Square

Entire tract:        2229.00        2228.00        2227.00        2226.00    2225.00

Partial tract:        2209.00        2210.00        2211.00        2212.00    2213.00

From tracts' southern borders north to include homes on both the north and the south sides of Dickens Avenue

2004.02

From tract's southern borders north to include homes on both the north and the south sides of Dickens Avenue; and from the tract's eastern boundary west to include homes on both the east and the west sides of Harding Avenue

8312.00

From the tract's eastern boundary west to include homes on both the east and the west sides of Harding Avenue

Humboldt Park

Entire tract:        2304.00        2303.00        2302.00        2301.00

Partial tract:        2307.00        2308.00        2309.00

From tracts' northern borders south to include homes on both the north and the south sides of Le Moyne Street

West Town

Entire tract:        2408.00        2407.00

Partial tract:        2410.00

From tract's northern border south to include homes on both the north and the south sides of Le Moyne Street

EXHIBIT B

Form of Counsel's Opinion  
[to be placed on attorney's letterhead]

\_\_\_\_\_, 2018

Office of the Corporation Counsel  
City of Chicago  
City Hall, Room 600  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Finance & Economic Development Division

RE: 606 Bloomingdale Trail Neighborhood Area Neighborhood Improvement Program Agreement (the "Agreement")

Ladies and Gentlemen:

I am the Corporate General Counsel for Neighborhood Housing Services of Chicago, Inc., an Illinois not-for-profit corporation ("NHS"), in connection with the execution and delivery of the Agreement by and among NHS and the City of Chicago, acting by and through its Department of Planning and Development (the "City"). NHS has requested that this opinion be furnished to the City.

In so acting as counsel for NHS I have examined:

- (i) an executed original of the Agreement;
- (ii) the Articles of Incorporation, including all amendments thereto, of NHS as furnished and certified by the Secretary of State of the State of Illinois;
- (iii) the By-Laws of NHS, as certified by the Secretary of NHS as of the date hereof; and
- (iv) the Certificate of Good Standing dated \_\_\_\_\_, issued by the Office of the Secretary of State of the State of Illinois, as to the good standing of NHS.

In my capacity as counsel, I have also examined such other documents or instruments as I have deemed relevant for the purposes of rendering the opinions hereinafter set forth.

I have also assumed, but have no reason to question, the legal capacity, authority and the genuineness of the signatures of and due and proper execution and delivery by the respective parties other than NHS which has made, executed or delivered or will make, execute and deliver the agreements and documents examined by me.

I express no opinion as to (i) the laws of any state or jurisdiction other than the State of Illinois (and any political subdivisions thereof) and the United States of America; and (ii) any matters

pertaining or relating to the securities laws of the United States of America, the State of Illinois or any other state.

Based upon and subject to the assumptions and qualifications herein stated, it is my opinion that:

1. NHS is a not-for-profit corporation, duly organized and validly existing under the laws of the State of Illinois, NHS has made all filings required by the laws of the State of Illinois in respect of its formation and continuing existence, and has all requisite authority to carry on its business and to execute and deliver, and to consummate the transactions contemplated by, the Agreement.
2. The Agreement has been duly executed and delivered on behalf of NHS, and constitutes a legal, valid and binding obligation of NHS, enforceable against NHS in accordance with its terms, except to the extent that enforcement of any such terms may be limited by: (a) applicable bankruptcy, reorganization, debt arrangement, insolvency or other similar laws generally affecting creditors' rights; or (b) judicial and public policy limitations upon the enforcement of certain remedies including those which a court of equity may in its discretion decline to enforce.
3. To my knowledge, there is no action, suit or proceeding at law or in equity pending, against or affecting NHS, before any court or before any governmental or administrative agency, which if adversely determined could materially and adversely affect the ability of NHS to perform under the Agreement or any of its business or properties or financial or other conditions.
4. The transactions contemplated by the Agreement are governed by the laws of the State of Illinois.
5. The execution and delivery of the Agreement and the consummation of the transactions contemplated thereby will not constitute:
  - A. a violation or breach of (i) the Articles of Incorporation of NHS, (ii) the By-Laws of NHS, (iii) any provision of any contract or other instrument to which NHS is bound, or (iv) any order, writ, injunction, decree, statute, rule or regulation binding on NHS, or
  - B. a breach of any of the provisions of, or constitute a default under, or result in the creation or imposition of any lien or encumbrance upon any of the property of either NHS pursuant to, any agreement or other instrument to which NHS is a party or by which NHS is bound.

6. No action of, or filing with, any governmental or public body is required to authorize, or is otherwise required for the validity of, the execution, delivery and performance of any of the Agreement.

This opinion is furnished for your benefit and may be relied upon by you and any such other party in connection with the Agreement, but may not be delivered to or relied upon by any other person or entity without written consent from the undersigned.

Very truly yours,



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

May 23, 2018

TO THE HONORABLE, THE CITY COUNCIL  
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith, together with Aldermen Moreno and Maldonado, an ordinance authorizing the establishment of the 606 Bloomingdale Trail Home Improvement Program and associated expenditure of affordable housing opportunity funds.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor



**JOSEPH A. MOORE**

ALDERMAN, 49TH WARD  
7356 NORTH GREENVIEW AVENUE  
CHICAGO, ILLINOIS 60626  
TELEPHONE 773-338-5796  
ward49@cityofchicago.org  
www.ward49.com

**CITY COUNCIL  
CITY OF CHICAGO**

**COUNCIL CHAMBER**

CITY HALL, ROOM 200  
121 NORTH LA SALLE STREET  
CHICAGO, ILLINOIS 60602  
TELEPHONE 312-744-3067

**COMMITTEE MEMBERSHIPS**

**HOUSING AND REAL ESTATE  
CHAIRMAN**

BUDGET AND GOVERNMENT OPERATIONS

COMMITTEES, RULES AND ETHICS

EDUCATION AND CHILD DEVELOPMENT

FINANCE

HEALTH AND ENVIRONMENTAL PROTECTION

HUMAN RELATIONS

SPECIAL EVENTS, CULTURAL AFFAIRS AND RECREATION

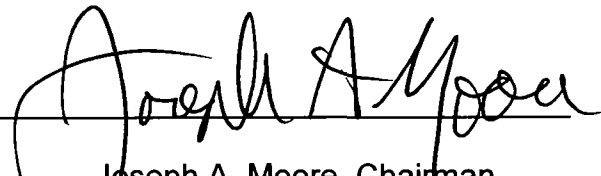
June 27, 2018

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on June 20, 2018, having had under consideration the ordinance introduced by Mayor Rahm Emanuel on May 23, 2018, this being the agreement with Neighborhood Housing Services to administer the 606 Bloomingdale Trail Neighborhood Improvement Program, begs leave to recommend that Your Honorable Body Approve said ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of all committee members present with no dissenting votes.

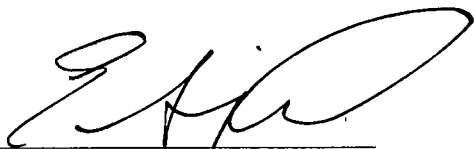
Respectfully submitted,

  
Joseph A. Moore, Chairman  
Committee on Housing and Real Estate





APPROVED

  
CORPORATION COUNSEL

DATED: 7/6/18

APPROVED

  
MAYOR

DATED: 7/6/18