



Office of the City Clerk

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Legislation Text

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OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 8, 2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Public Health, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Housing Authority regarding substance abuse prevention and education.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a home rule municipality as described in Section 6 (a), Article VII of the 1970 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 Public Health ('DPH') desires to enter into an intergovernmental agreement (the "Agreement") with the Chicago Housing Authority, an Illinois municipal corporation ("CHA") for Substance Abuse Prevention and Related Educational Services and Training; and

WHEREAS, the CHA desires to enter into the Agreement with DPH; now therefore,

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

Section 1. Recitals. The above recitals are incorporated by reference as if fully set forth herein.

Section 2. Authority. Subject to the approval of the Corporation Counsel, the Commissioner of DPH (the "Commissioner") or a designee of the Commissioner are each hereby authorized to execute and deliver the Agreement in substantially the form attached hereto as Exhibit A± with such changes, deletions and insertions thereto as the Commissioner or the Commissioner's designee shall approve (execution of the Agreement by the Commissioner or the Commissioner's designee constituting conclusive evidence of such approval), and to enter into and execute all such other agreements and instruments, and to perform any and all acts as shall be necessary or advisable in connection with implementation of the Agreement.

Section 3^ Invalidity of any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, then the invalidity or unenforceability of such provision will not affect any of the remaining provisions of this ordinance.

Section 4. Supersedes All ordinances, resolutions, motions or orders in conflict will this ordinance are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval.

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CONTRACT NO. 11210

INTERGOVERNMENTAL AGREEMENT FOR SUBSTANCE ABUSE

PREVENTION AND RELATED EDUCATIONAL SERVICES AND TRAINING

This intergovernmental agreement (the "Agreement") is made as of January 1, 2013 (the "Effective Date") by and between the Chicago Housing Authority, an Illinois municipal corporation (the "CHA") and the City of Chicago, an Illinois municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, acting through its

Department of Public Health (hereinafter referred to as the "City" or "DPH").

RECITALS:

WHEREAS, the CHA and the City have authority to enter into this Agreement under the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

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 U.S.C. § 1437 et seq.; regulations promulgated by the United States Department of Housing and Urban Development ("HUD"); the State of Illinois Housing Authorities Act, 310 ILCS 10/1 et seq. as amended, and other applicable laws, regulations and ordinances; and

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WHEREAS, DPH is responsible for providing public health programs and services to the public for the City; and

WHEREAS, DPH and CHA have established a working partnership to address on-going health issues such as childhood obesity, respiratory health, and seasonal influenza; and

WHEREAS, DPH and CHA each desire to continue their on-going program (the "Program") of providing CHA residents with substance abuse education and related training services; and

WHEREAS, DPH and CHA desire to enter into an intergovernmental agreement concerning the scope of services for the Program and related funding;

NOW THEREFORE, in consideration of the mutual premises and undertakings contained in this

Agreement and of the mutual benefits to result there from, the parties hereto hereby agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals stated above are an integral part of this Agreement and are hereby incorporated into this Agreement by reference and made a part hereof.

2. Scope of Services. The Program shall provide substance abuse education and prevention services to CHA youth. CHA shall administer the Program through subcontractor(s) for the term of this IGA. The Program will service CHA youth through evidence based youth

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models, with the ultimate goal of deterring youth from engaging in high risk behavior and decreasing the potential motivation to use drugs.

3. Statement of Work. CHA shall provide evidence based youth substance abuse education to CHA youth. The Program and related services shall include, but not be limited to, the following:

- A. Youth Substance Abuse Prevention Program
 - i. Develop an implementation plan with the selected provider(s) with programs implemented in the second half of 2013;
 - ii. Offer a menu of age appropriate and culturally sensitive substance abuse education workshops and programs for youth, and their parents if appropriate; and
 - iii. Program goals should be focused on areas including, but not limited to, developing

communication skills, resiliency behavior, preventing risky behavior, peer and media pressure resistance and effective self management skills.

B. Evaluation and Reporting

i. CHA shall compile and analyze pre- and post-test results from the three (3) pilot youth substance abuse prevention programs implemented in 2012 and provide an overall evaluation of the effectiveness of each pilot and determine which evidence based model will be expanded upon in 2013.

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ii. CHA shall track the number, dates and locations of program sites and the number of youth, and parents if applicable, at each session; and

iii. CHA shall prepare and deliver to DPH all reports and information required under this Agreement. The parties shall mutually agree to the format, type and frequency of any additional reporting not outlined herein. At a minimum, CHA shall provide quarterly aggregate reports to DPH regarding utilization and outcomes of the Program.

C. Collaboration and Coordination

i. CHA and DPH shall continue to partner in circulating information about important health issues, including, but not limited to, childhood obesity, respiratory health, seasonal influenza and changes in access to healthcare; and

ii. DPH shall share with CHA information, data and best practices gleaned from its work in public health regarding serving urban youth with substance abuse issues.

4. Payment Provisions DPH will provide a grant to CHA in an amount not to exceed \$80,000 for FY2013. Payment for the FY2013 grant shall be made in two (2) installments of \$40,000 each (July 1, 2013 and November 1, 2013). DPH funding is contingent upon CHA contributing, at a minimum, an equal amount of funding.

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5. Term of Agreement The term of this Agreement will be from January 1, 2013 through and including December 31, 2013 or the Agreement is terminated in accordance with its terms, whichever occurs first.

6. Disputes Any dispute that arises between the CHA and the City under this Agreement shall be referred to the DPH Commissioner (the "Commissioner") and the CHA's Chief Executive Officer ("CEO"). Any party may give written notice to both the Commissioner and the CEO who shall meet within thirty (30) days of notification to resolve the dispute. If the Commissioner and the CEO fail to resolve the dispute, each party may pursue its remedies at law and shall endeavor to do so within one (1) year of the date notification of the dispute is given.

GENERAL CONDITIONS

7. Assignment Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall be in such other party's sole discretion. This

Agreement shall inure to the benefit of and be binding upon the City, the CHA and their respective successors and permitted assigns.

8. **Exclusive Benefit** This Agreement is for the sole and exclusive benefit of the CHA and the City and their respective successors and permitted assigns. No other person or entity is an intended third party beneficiary of this Agreement or shall have the right to enforce any of the provisions of this Agreement. Nothing contained in this Agreement shall be construed to create or imply any partnership or other association between the City and the CHA.

9. Conflict of Interest

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A. No member of the governing body of the CHA or the City or other units of government and no other official, officer, employee, or agent of the CHA or other unit of government who exercises any functions or responsibilities in connection with the agreement between the CHA and sub-contractors procured to provide the youth substance abuse programs, shall have any personal interest, direct, or indirect, in this Agreement or the agreement with the sub-contractors procured to provide the youth substance abuse programs. 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.

B. The City covenants that it and its employees and subcontractors, 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 this Agreement and the agreement between the CHA and CHA's sub-contractors procured to provide the youth substance abuse programs, contemplated by this Agreement. The City further covenants that no person having any such interest shall be employed in the performance of this

Agreement.

C. Additionally, pursuant to the conflict of interest requirements in OMB Circular A-102 and 24 CFR §85.36 (b)(3), no person who is an employee, agent, consultant, officer, or appointed official of the CHA and who exercises or has exercised any functions or responsibilities with respect to HUD-assisted activities, or who is in a position to participate in a decision

making process or gain inside information with regard to such HUD-assisted activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, 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.

10. Headings. The section headings contained herein are for convenience only and are not intended to limit, expand or modify the provisions of such sections.

11. Non-Liability of Public Officials. No official, employee or agent of either party shall be charged personally by the other party, or by any assignee or subcontractor of the other party, with any liability or expenses of defense or be held personally liable to either party under any term or provision of this Agreement, because of either party's execution or attempted execution, or because of any breach hereof.

12. Amendments. This Agreement may not be altered, amended, changed or modified in any respect except by the written agreement of the City and the CHA.

13. Counterpart Execution and Facsimile Copies. This Agreement may be executed in multiple counterparts, the signature pages of which, taken together, shall constitute an original execution copy. This Agreement may be executed and delivered via facsimile, and facsimile copies of this Agreement (including the

signatures hereto) shall constitute originals hereof.

14. Authority.

- a. Execution of this Agreement is authorized by resolution of the CHA's Board of Commissioners of December 18, 2012 approving this Agreement.
- b. Execution of this Agreement by the City is authorized by an ordinance
- b. enacted by the City Council of Chicago approving this Agreement on
- b. , 201 .

15. Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein, and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

16. Governing Law. This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Each party 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. Each party agrees that service of process of each party may be made, at the option of the other party, 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 either party. If any action is brought by either party concerning this Agreement, the action shall only brought in those courts located within the County of Cook,

State of Illinois.

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17. Merger Clause. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereto.

18. Notices.

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

Commissioner Department of Public Health 333
South State Street, 2nd Floor Chicago, Illinois
60604

With a copy to: City of Chicago
Department of Law
Finance & Economic Development Division 121 N. LaSalle
St., Room 600 Chicago, Illinois 60602

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

Executive Vice President Resident Services Chicago
Housing Authority 60 E. Van Buren St., 10th Floor Chicago,
Illinois 60605

With a copy to: Chief Legal Officer
Chicago Housing Authority 60 E. Van Buren
St., 12th Floor Chicago, Illinois 60605

19. Confidentiality. DPH agrees that all reports and documents prepared or assembled by DPH pursuant to this Agreement are to remain confidential. Further, DPH agrees that the reports and documents shall not be made available to any individual or organization, other than to courts of competent jurisdiction or

administrative agencies pursuant to a subpoena

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or an agency of the Federal or State Government, or as may be required in response to a request under the Freedom of Information Act ("FOIA") without the prior written approval of the CHA. DPH shall notify the CHA of any such subpoena or request for information immediately, but in any event prior to the required disclosure date.

20. Independent Contractor. DPH 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.

21. Termination. Within their sole discretion, either party may terminate the Agreement for its convenience, or all or any portion of the services to be performed under it, at any time by providing ninety (90) days' notice in writing to the other party.

22. Compliance with All Laws/Governmental Orders.

a) CHA and DPH shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.

b) CHA and DPH 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, county or municipal authority.

23. Shakman Accord.

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) CHA is aware that City policy prohibits City employees from directing any individual to apply for a position with CHA, either as an employee or as a subcontractor, and from directing CHA to hire an individual as an employee or as a subcontractor. Accordingly, CHA must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by CHA under this Agreement are employees or subcontractors of CHA, 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 CHA.

c) CHA 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 CHA by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, CHA 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 Commissioner of DPH. Developer will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

IN WITNESS WHEREOF, the CHA and the City have executed this Agreement as of the date first

written above as indicated by the signatures below.

CITY OF CHICAGO, DEPARTMENT OF PUBLIC HEALTH

By:
Linda Riley Mitchell, Chief Financial Officer

Bechara Choucair, M.D. Commissioner

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

By:
Melissa F. Cadoree Deputy Chief Legal Officer