



Office of the City Clerk

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Legislation Text

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OFFICE OF THE MAYOR

CITY OF CHICAGO

RICHARD M. DALEY

MAYOR

April 13, 2011

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 for substance abuse education and training.

Your favorable consideration of this ordinance will be appreciated.

"I

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. Invalidation 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 Superseder. All ordinances, resolutions, motions or orders in conflict with 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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Intergovernmental Agreement for

Substance Abuse Prevention and Related Educational Services and Training

This intergovernmental agreement (the "Agreement") is made as of __, 2011 (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

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 to CHA concerning substance abuse issues; 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 will provide substance abuse education and training services to CHA residents, with training also including training for selected CHA staff and case management providers. CHA will administer the Program through its subcontractor, Caritas, Inc. (with the definition of "CHA" for purposes of this Agreement including Caritas, Inc.). The Program will serve CHA residents who indicate a desire for help in preventing, addressing or recovering from substance abuse or addiction issues.

3. Statement of Work. CHA shall provide substance abuse education to CHA residents and training for staff and service providers. The services shall include, but not be limited to the following:

a. Resident Education

(i) Offer a menu of substance abuse education workshops, held as single sessions or as a series, that are culturally sensitive and age-appropriate. (

(ii) Provide information on substance abuse issues and resources at CHA sponsored service fairs.

(iii) Design and produce: 1) promotional materials to reflect the educational workshops offered; and, 2) education materials to be used and/ or distributed to residents.

b. Staff and Service Provider Training

(i) Provide training / updates to CHA Service Providers, Resident Service Coordinators and CHA Staff.

(ii) Design and produce: 1) promotional materials to reflect the trainings offered; and 2) training materials to be used and / or distributed to staff.

c. Assessment and Referral Services Although CHA's case management contractors provide most of the assessments and referrals, CHA's substance abuse provider, Caritas, Inc. will provide these services to a small number of individuals and families, including but not limited to assessment, referrals for treatment, follow-up and coordination with case managers.

d. Evaluation and Reporting

(i) CHA shall keep track of the number, dates and locations of workshops and training sessions provided and the number of residents and staff participating in each session.

(ii) CHA shall assess the outcomes of the workshops and trainings via tools such as participant workshop / training evaluations.

(iii) CHA shall prepare and deliver to DPH all reports and information required under this Agreement. The parties shall mutually agree to format, type, and frequency of the Reports and any other documents to be delivered to the CHA under this Agreement. DPH reserves the right to reject any and all reports, which in the reasonable determination of DPH do not meet the intended level of completion or standard of performance specified in this Agreement. At a minimum, reports shall be submitted to DPH quarterly and as otherwise requested.

4. Payment Provisions

a. DPH will provide a grant to CHA in an amount not to exceed \$100,000 for FY 2011 and \$100,000 for FY 2012 for a total amount not-to-exceed \$200,000, contingent upon approval of the intergovernmental agreement by both the CHA Board of Commissioners and the Chicago City Council.

b. FY2011 funding by DPH has been approved by the Chicago City Council and is a part of DPH's current budget. FY2012 funding is subject to approval by the Chicago City Council.

c. Payment for FY2011 shall be made \$50,000 upon the execution of this Agreement, and \$50,000 payable November 1, 2011. Payment for FY2012 shall be made in four quarterly payments of \$25,000, payable at the beginning of each quarter. Funding for both FY2011 and FY2012 is contingent upon the CHA contributing, at a minimum, an equal amount of funding.

5. Term of Agreement. The term of this Agreement will be from March 1, 2011 through and including December 31, 2012.

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.

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9. Conflict of Interest

(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 Caritas, Inc. shall have any personal interest, direct, or indirect, in this Agreement or the agreement with the Caritas, Inc.. 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 Caritas, Inc. contemplated by this Agreement. The City further covenants that in the performance of this Agreement no person having any such interest shall be employed.

(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 on February 15, 2011 approving this Agreement.

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(b) Execution of this Agreement by the City is authorized by an ordinance enacted by the City Council of Chicago approving this Agreement on __, 2011.

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 on 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 be brought in those courts located within the County of Cook, State of Illinois.

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:

Chief Executive Officer Chicago Housing Authority 60 E. Van Buren St., 12th Floor Chicago, Illinois 60605

With a copy to: General Counsel

Chicago Housing Authority 60 E. Van Buren St., 12th Floor Chicago, Illinois 60605

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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 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 venturer 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.

[The remainder of this page is intentionally left blank and the signature page follows]

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.

CHICAGO HOUSING AUTHORITY

By: _

Director, Procurement and Contracts

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

CITY OF CHICAGO, DEPARTMENT OF PUBLIC HEALTH

By: __, _

Bechara Choucair, M.D. Commissioner

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Bv:

General Counsel