


Form FEMA 2023: to be used only for Delegate Agency Grant Agreements funded wholly through the U.S. Federal Emergency Management Agency's (FEMA) Emergency Food and Shelter Program (EFSP) and not involving construction or loans (Rev 6/23)

Additional Exhibits to this Agreement may be found at:

<https://www.chicago.gov/cityinfo/law/termsandconditions/FEMA2023.pdf>

	Delegate Agency Grant Agreement of the City of Chicago ("City")	Title of the Program: Emergency Food and Shelter Program (EFSP)
Contract (P.O.) Number: 232875	Specification Number: 699329	Vendor Number: 656737/70
Name, address¹ and email address of Delegate Agency ("Subrecipient" or "You") (name must match registered name in SAM): Open Kitchens, Inc. 2121 S. Racine Avenue Chicago, IL 60608 Email: afiore@openkitchens.com	City Department ("Department") and Address: Department of Family and Support Services 1615 West Chicago Avenue Executive Offices, 5th Floor Chicago, Illinois 60602 Attn: Commissioner Telephone: (312)743-0300	Federal Agency: U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) Federal Award Identification Number (FAIN): [to follow] Federal Award Date: [to follow] Total Amount of the Federal award: \$[to follow] Local Recipient Organization (LRO) ID: 2378-00-234 LRO Award Amount: \$5,490,629.00
C.F.D.A. Number and Program Name: [to follow]	Term of Agreement (period of performance): Start Date/ Date of Agreement: January 1, 2023 End Date: December 31, 2023	Subrecipient's Unique Entity ID (SAM):
Maximum Compensation (subject to the availability and appropriation of funds and satisfactory	Amount of Federal funds obligated to the Subrecipient by this action:	Committed Compensation (Total amount of Federal funds obligated to the Subrecipient):

¹ Address must be a street address (Post Office boxes are not acceptable) from which Subrecipient administers programs providing Services principally to low and moderate income residents of the City of Chicago.

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performance): \$4,301,387	\$4,301,387	\$4,301,387
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Fund Numbers and amounts:

See Exhibit A

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

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

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

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

Grant funds are for eligible expenses that may be incurred by organizations providing services to individuals and families encountered by the Department of Homeland Security (DHS) at the southwest border.

SPECIAL CONDITIONS

You acknowledge and agree:

The City, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, has received a Supplemental Funding Award (the "**Grant**") from the U.S. Department of Homeland Security ("DHS"), Federal Emergency Management Agency ("FEMA") via the National Board for the Emergency Food and Shelter Program ("EFSP"). Grant funds are to support the Program. This Agreement is a subaward under the Grant.

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

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

Any payments under the first year of this Agreement will be made from Fund Numbers identified above and are subject to the annual appropriation and availability of funds. In subsequent years, the City may change the fund numbers at its sole discretion. The "**Maximum Compensation**" is

the maximum compensation that you may be paid under this Agreement, without an amendment to this Agreement authorizing a higher amount.

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

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

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

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

The signature page to this Agreement follows Exhibit C.

Exhibit D	Terms and Conditions
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Exhibit E	Additional Agreement Provisions
Exhibit F	Insurance Requirements
Exhibit G	HIPAA Requirements
Exhibit H	FEMA Required Provisions Rider

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

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EXHIBIT A

BUDGET SUMMARY(IES)

(Processed as a Release Package)

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EXHIBIT B

SCOPE OF SERVICES
(WORK PROGRAM((S)))

(Processed as a Release Package)

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EXHIBIT C

ECONOMIC DISCLOSURE STATEMENT & AFFIDAVIT

(Certificate of Filing attached)



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 185089

Certificate Printed on: 07/10/2023

Date of This Filing: 07/10/2023 08:25 AM

Original Filing Date: 07/10/2023 08:25 AM

Disclosing Party: Open Kitchens, Inc.

Filed by: Mr. Anthony Fiore

Title: Director of Operations

Matter: food service for emergency shelter

Applicant: Open Kitchens, Inc.

Specification #: 699329

Contract #: 232875

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webapps1.chicago.gov/eds> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.



OPENK-1

OP ID: SN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Bulow Group 18521 Spring Creek Road Unit B Tinley Park, IL 60477 Bobby Daw	708-258-5448	CONTACT NAME: TBG Certificate Team
		PHONE (A/C, No, Ext): 708-258-5448 FAX (A/C, No): 708-377-4178
		E-MAIL ADDRESS: COL@thebulowgroup.com
		INSURER(S) AFFORDING COVERAGE
		INSURER A: Travelers NAIC # 25674
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	6304W966490	05/01/2023	05/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA4W918719	05/01/2023	05/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP7W07404A	05/01/2023	05/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB4W969258	05/01/2023	05/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Home delivered meals & congregate meals | Additional Insureds on a primary non contributory basis as respects General Liability. Waiver of Subrogation in favor of the Additional Insureds as respects General Liability, all the foregoing as required by a written & signed contract: City of Chicago Comptroller's Office, Federal Fund Ins Unit

CERTIFICATE HOLDER

CANCELLATION

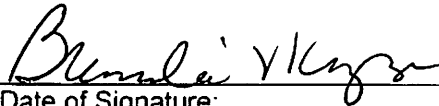

CHICC33 Chicago, City of Comptrollers Office 33 N. LaSalle Street, Room 800 Chicago, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Signature page to Delegate Agency Grant Agreement

Name of Delegate Agency: Open Kitchens, Inc.	Contract (P.O.) Number: 232875
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Signed at Chicago, Illinois:

City Approval	Delegate Agency Acceptance
Typed Name and Title of Approving City Official: Commissioner, Department of Family and Support Services	Typed Name and Title of Authorized Delegate Agency Official (executive director or corp. president) ¹ : <i>Anthony Fiore</i> <i>Vice President</i>
Signature of Approving City Official: 	Signature of Approving Delegate Agency Official: 
Date of Signature: <i>7/31/2023</i>	Date of Signature: <i>7-10-23</i>

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