


Form Corporate 2023: to be used only for Delegate Agency Grant Agreements funded wholly by Corporate funds with FEMA reimbursement and not involving construction or loans (Rev 9/23)

Additional Exhibits to this Agreement may be found at:

<https://www.chicago.gov/cityinfo/law/termsandconditions/CorporateFEMA2023.pdf>

	Delegate Agency Grant Agreement of the City of Chicago ("City")	Title of the Program Emergency Shelter
Contract (P.O.) Number: 241895	Specification Number: 1257012	Vendor Number: 656737/70
Name and address ¹ of Delegate Agency ("You"): Open Kitchens, Inc. 2121 S. Racine Avenue Chicago, Illinois 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	Term of Agreement: Start Date/ Date of Agreement: March 1, 2023 End Date: December 31, 2024
Maximum Compensation (subject to the availability and appropriation of funds and satisfactory performance): \$19,800,000	Committed Compensation: \$6,000,000	

Fund Numbers and amounts: **See Exhibit A**

Is the Delegate Agency 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"):

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

Grant funds are to _____

SPECIAL CONDITIONS

You acknowledge and agree:

The City Council of the City, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, has appropriated corporate funds to be used for the Program.

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" 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, 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 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 will supersede the Budget 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 submitted by you.

You must comply with all the Terms and Conditions of this Agreement including those found on Exhibit D. It is anticipated that grant funding from the Federal Emergency Management Agency ("FEMA") may be used to reimburse corporate funding used in this Agreement and special provisions relating to this funding source are included on the attached Exhibit G. 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
Exhibit B	Scope of Services and Time Limits for Performance
Exhibit C	Economic Disclosure Statement and Affidavit (Certificate of Filing)

The signature page to this Agreement follows Exhibit C.

Exhibit D	Terms and Conditions
Exhibit E	Insurance Requirements
Exhibit F	HIPAA Requirements
Exhibit G	FEMA Provisions

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

[remainder of page intentionally left blank]

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EXHIBIT A

BUDGET

(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)

EXHIBIT G

FEMA PROVISIONS

**ADDITIONAL PROVISIONS APPLICABLE TO FEDERAL EMERGENCY MANAGEMENT
AGENCY FUNDED AGREEMENTS**

You acknowledge that the source of some of the fees you will receive for performing the Services may be financial assistance or grant funds the City will obtain from the Federal Emergency Management Agency ("FEMA"). As such, the following acknowledgements and provisions are hereby made part of this Agreement, and you agree to comply, and require your subcontractors to comply, with the following provisions as well as all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

A. General Civil Rights Provision

You agree that you will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds you from the bid solicitation period through the completion of the Agreement.

B. Title VI Solicitation Notice

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

C. Equal Employment Opportunity

During the performance of this Agreement, you agree as follows:

(1) You will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. You will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or

other forms of compensation; and selection for training, including apprenticeship. You agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) You will, in all solicitations or advertisements for employees placed by or on behalf of you, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) You will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) You will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of your commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) You will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) You will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of your noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and you may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) You will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, you may request the United States to enter into such litigation to protect the interests of the United States.

D. Contract Workhours And Safety Standards Act Requirements

This provision applies to professional service agreements that exceed \$100,000 and employ laborers, mechanics, watchmen and guards. This includes but is not limited to members of survey crews and exploratory drilling operations.

(1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph 1 above, you and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, you and any such subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

(3) Withholding for Unpaid Wages and Liquidated Damages.

FEMA and/or the City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies

payable on account of work performed by you or your subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

(4) Subcontractors.

You or your subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 (above and this paragraph) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 above.

E. Clean Air and Water Pollution Control

Because of 24 CFR 85.36(i)(12) and federal law, including 42 U.S.C. 7401-7671q and 33 U.S.C. 1251- 1387, you shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), as amended, on all contracts, subcontracts, and subgrants of amounts in excess of \$100,000.

You and your subcontractors agree:

a. That any facility to be used in the performance of the Agreement or subcontract or to benefit from the Agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

c. That, as a condition for the award of this Agreement, you or your subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

d. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

F. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The bidder/offeree certifies, by submission of this proposal or acceptance of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeree/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

G. Lobbying and Influencing Federal Employees

No Federal appropriated funds shall be paid, by or on behalf of you, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, you shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

H. Preference for Recycled Products

To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, you agree to use recycled products in the Project pursuant to U.S. Environmental Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

I. Access to Records and Reports

You shall maintain an acceptable cost accounting system. You agree to provide the City, the Federal Emergency Management Agency and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. You agree to maintain all books, records and reports

required under this Agreement for a period that is the longer of five years or as required by relevant retention schedules after final payment is made and all pending matters are closed.

J. DHS Seals, Logo, and Flags

You shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

K. No Obligation by Federal Government

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, you, or any other party pertaining to any matter resulting from the Agreement.

K. Program Fraud and False or Fraudulent Statements or Related Acts

You acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to your actions pertaining to this contract.”

L. Energy Conservation Requirements

You agree to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

M. The Drug-Free Workplace Act of 1988, Pub. L. No. 200-690

You are obligated to keep its work place free of illegal drugs and must take steps such as the following to ensure compliance with The Drug-Free Workplace Act: (1) publish a statement and notify employees in writing that illegal drugs are prohibited in the work place; (2) publish and notify employees of the action you will take against violators of the drug prohibition policy; (3) establish a drug-free awareness program for employees; (4) notify employees that compliance with the drug prohibition is a condition of employment, and that employees must notify you of any violation of Federal or state drug abuse statutes occurring in the work place within 5 days of conviction; (5) notify the City within 10 days of receipt of an employee conviction notice; (6) take appropriate personnel action within 30 days of receipt of an employee conviction notice; (7) require that the convicted employee participate in an approved drug abuse assistance or rehabilitation program; and (8) make a good faith effort to maintain a drug-free work place during the term of this Agreement.

N. Federal Fair Labor Standards Act (Federal Minimum Wage); Occupational Safety and Health Act of 1970 (OSHA)

This Agreement, and any subcontract, incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. You must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. You retain full responsibility to monitor its compliance and your subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). You must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

O. Prohibition of Segregated Facilities

(a) You agree that you do not and will not maintain or provide for your employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. You agree that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) You shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this Agreement.

P. Conflict of Interest

No member of the governing body of the City or other units of government and no other officer, employee, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Work or Services to which this Agreement pertains, will have any personal interest, direct, or indirect, in this Agreement. No member of or delegate to the Congress of the United States (pursuant to 41 U.S.C. Section 22) or the Illinois General Assembly and no alderman of the City or City employee will be permitted to any share or part of this Agreement or to any financial benefit to arise from it. You covenant that you, your officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and subcontractors, presently have no interest and will acquire no interest, direct or indirect, in the Project, which would conflict in any manner or degree with the performance of the

Work hereunder. You further covenant that in the performance of this Agreement, no person having any such interest will be employed. You agree that if the City, by the Commissioner in his or her reasonable judgment, determines that any of your work for others conflicts with the Work, you will terminate such other services immediately upon request of the City.

Q. Compliance with Law and Regulations

You shall comply, and shall require any subcontractors to comply, with all the provisions of FEMA regulations, and all federal, state, and local laws, ordinances and executive orders, including, but not limited to, 44 C.F.R. Part 13; DHS Standard Terms and Conditions Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d et seq.); Fair Housing Act (42 U.S.C. § 3601 et seq.); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101- 07); Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-33 as supplemented by 29 C.F.R. Part 5, and the regulations at 29 C.F.R. Part 1926); National Environmental Policy Act of 1969 (24 C.F.R. Part 58); all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15); Clean Air Act (42 U.S.C. § 7401 et seq.); Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.); Flood Disaster Protection Act of 1973 (42 U.S.C. §§ 4106-07); Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601); Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831); Executive Order 12372; mandatory standards and policies relating to energy efficiency which are contained in the State of Illinois energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163); Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. § 3801 et seq. (in accordance therewith, you certify or affirm the truthfulness and accuracy of any statement you have made, it makes, or it may make pertaining to this Agreement); and Debarment and Suspension (49 C.F.R. § 18.35 and Executive Orders 12549 and 12689). Additionally, you shall comply with the applicable provisions of OMB Circulars A-133, A-102, A-122, A-110, A-87, and 2 C.F.R. Part 200 as amended, succeeded or revised.



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 188382

Certificate Printed on: 10/11/2023

Date of This Filing: 09/19/2023 02:10 PM

Original Filing Date: 09/19/2023 02:10 PM

Disclosing Party: Open Kitchens, Inc.

Filed by: Mr. Anthony Fiore

Title: Director of Operations

Matter: Hot and cold emergency meals to shelters

Applicant: Open Kitchens, Inc.

Specification #: 1257012

Contract #: 241895

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: JW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/03/2023

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 TBG Certificate Team NAME: PHONE (A/C, No. Ext): 708-258-5448 E-MAIL ADDRESS: COI@thebulowgroup.com FAX (A/C, No.): 708-377-4178
INSURED Open Kitchens, Inc. 2121 S. Racine Ave. Chicago, IL 60608		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 25674

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	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
	GEN'L AGGREGATE LIMIT APPLIES PER					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	OTHER					
A	AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO 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"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	CUP7W07404A	05/01/2023	05/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N 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
	If yes, describe under DESCRIPTION OF OPERATIONS below					

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

RE: Home delivered meals & congregate meals | The City of Chicago is an additional insured in regards to General Liability where required by contract agreement.

CERTIFICATE HOLDER

CANCELLATION

CHICC33

City of Chicago Comptrollers
Insurance Fund Unit
121 N. LaSalle Street, Rm 700
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.

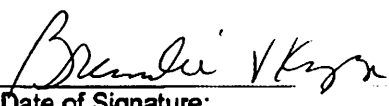
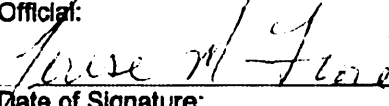
AUTHORIZED REPRESENTATIVE

Form Corporate 2023: to be used only for Delegate Agency Grant Agreements funded wholly by Corporate funds with FEMA reimbursement and not involving construction or loans (Rev 9/23)

Signature page to Delegate Agency Grant Agreement

Name of Delegate Agency: Open Kitchens, Inc.	Contract (P.O.) Number: 241895
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Signed at Chicago, Illinois:

City Approval	Delegate Agency Acceptance
Typed Name and Title of Approving City Official: Brandie V. Knazze, Commissioner, Department of Family and Support Services	Typed Name and Title of Authorized Delegate Agency Official (executive director or corp. president): <i>Teresa M. Fiore</i> <i>CEO & President</i>
Signature of Approving City Official: 	Signature of Approving Delegate Agency Official: 
Date of Signature: 10/12/23	Date of Signature: 09-19-2023

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, which permits the individual to sign the Agreement for Delegate Agency.