

PARTICIPATION AGREEMENT
BETWEEN
CHICAGO HOUSING AUTHORITY
AND
BRONNER GROUP, LLC

This Participation Agreement (“**Agreement**”) is made and entered into effective as of the 12th day of December, 2023 (“**Effective Date**”), by and between the Chicago Housing Authority, an Illinois municipal corporation with offices at 60 East Van Buren Street, Chicago, Illinois 60605 (hereinafter referred to as the “**Customer**” or “**CHA**”) and Bronner Group, LLC, an Illinois Limited Liability Company authorized to conduct business within the State of Illinois with headquarters at 120 N. LaSalle Street, Suite 1300, Chicago, Illinois 60602.

WITNESSETH:

WHEREAS, on or about April 17, 2019, the City of Chicago, acting by and through its Department of Finance (hereinafter the “**COC**”), pursuant to an open and competitive solicitation, Non-Target Market Request for Qualifications (RFQ) for Financial Services – Specification Number 148432 (issued on or about March , 2017), awarded a contract to and executed with Bronner that certain Professional Services Agreement and Master Task Order Contract for Financial Services (COC Contract No.: 74265) (as originally executed and at any time thereafter amended or supplemented by COC and Bronner, the “**Master Agreement**”, incorporated herein by reference as Attachment A), authorizing Bronner to render and provide professional services to COC, including financial management consulting services, audit and attestation services, and accounting services in accordance with terms and conditions set forth in the Master Agreement;

WHEREAS, the **CHA**, in reliance upon the local government agency participation rights available and in effect under the Master Agreement (**Section 3.1.4.11 – Participation by Other Government Agencies**), sought authorization and approval from the COC to participate in the Master Agreement, which was approved by the COC in its communications to CHA on or about November 30, 2023, and is incorporated herein by reference as Attachment B;

WHEREAS, the CHA and the Vendor desire to enter into this Agreement to facilitate provision of professional services by the Vendor to the Customer upon the same generally-prevailing terms, conditions and prices as established in the Master Agreement, except as specifically modified by the terms herein; and

NOW, THEREFORE, in consideration of the mutual covenants, benefits and promises herein stated and in conjunction with the cooperative agreement referenced, the parties hereto agree to the following terms and conditions:

1. INCORPORATION OF MASTER AGREEMENT.

The purpose of this Agreement is to allow and enable the Customer to obtain professional services and other integrally-related amenities from Vendor upon the regular and prevailing terms and conditions set forth in the Master Agreement. To that end, the Master Agreement is hereby incorporated by reference as if set forth herein in its entirety, including any and all amendments thereto.

As required under the Master Agreement, this Agreement shall have no effect (adverse or otherwise) upon the validity, duration or operation of the Master Agreement as between Bronner and the COC. Furthermore, to fully effectuate the independent performance, operation and administration of this Agreement as a wholly separate agreement from the Master Agreement, this Agreement shall be construed by the Customer and the Vendor, and by any court, tribunal or other entity charged with enforcement or interpretation of this Agreement, harmoniously with the Master Agreement to the fullest extent practicable and with the stated intentions of Customer and the

Vendor that the each shall be construed to be consistent and harmonious with the other, and no specific conflict shall be implied or construed.

All rights and duties generally applicable to or reserved to COC under the Master Agreement shall likewise be vested in the Customer for purposes of this Agreement. Furthermore, all rights and duties generally applicable to or reserved to the Vendor under the Master Agreement shall likewise be vested in the Vendor for purposes of this Agreement. Additionally, any material clause or provision set forth in the Master Agreement which has an analogous or equivalent term or provision under law, rule or regulation (whether federal, state or local in nature) that would apply to the parties to this Agreement, the equivalent law, rule, regulation or other provision shall be given full reasonable effect, without intending any material conflict or contradiction with the equivalent or comparable term, condition, law, rule or regulation referenced in the Master Agreement.

2. **TERM AND COMPENSATION.**

The Initial Term of this Agreement is for the period commencing from the Effective Date set forth above through April 16, 2024, or until the Services to be provided under this Agreement are fully completed and accepted, whichever occurs first.

In consideration of the Vendor's performance and provision of the Services and any other integrally-related activities herein, the CHA shall pay the Vendor compensation in the total not-to-exceed amount of Two Hundred Fifty Thousand Dollars and 00/100 (\$250,000.00) (hereinafter the "Maximum Compensation"). The Vendor agrees not to perform and waives any and all claims for payment of work, materials, expenses, resources or other claims which would result in billings beyond this amount. It is mutually understood and agreed by the parties that the above agreed upon Maximum Compensation amount is the only compensation provided for in this Agreement and there will be no additional, costs, fees or other type of profit allowable or paid under this Agreement without an express written amendment to the Agreement authorizing said additional compensation, supplies or services. The Vendor acknowledges an affirmative duty to monitor its performance and billings to ensure that the Services and any applicable Task Order or scope of work are completed within the Maximum Compensation amount.

3. **TASK ORDER STRUCTURE AND SCOPE OF WORK DEVELOPMENT.**

Pursuant to the term and conditions of **Exhibit 1: Detailed Scope of Services** under the Master Agreement, Vendor shall provide Services to the Customer on a task order basis for services which shall be defined by and subject to the respective services area(s) set forth in the Master Agreement, specifically:

- Category 1: Financial Management Consulting Services;
- Category 2: Audit and Attestation Services; and
- Category 4: Accounting Services

******Notwithstanding the foregoing categories and service areas above, this Agreement shall not be construed to authorize the Vendor to perform financial management consulting services, audit and attestation services, accounting services or any equivalent or related services that are already being performed by any vendor(s) currently under contract to CHA pursuant to a solicitation and award conducted and completed by CHA.******

Subject to the limits of the Maximum Compensation set forth in Section 2 above, CHA and Vendor shall jointly develop and execute a written task order (each a "Task Order") for any Services to be performed under this Agreement, which shall, at minimum, set forth: (a) the Scope of Work/Services for such Task Order, as well as the applicable Master Agreement Category and Service Area of such Services; (b) the aggregate not-to-exceed compensation for such Task Order, and the component tasks and compensation for such Task Order, which may include fixed-rate, blended rate, fixed-fee and other cost or compensation components, which shall be consistent with the then-current rates and fees set forth in the Exhibit 2 Compensation Schedule(s)

to the Master Agreement; (c) a Project Plan and Project Timeline with defined deliverables, milestones and other project governance and management standards; and (d) defined change order management procedures necessary to document in writing any change order requests and their applicable review, consideration and action (by approval, denial or otherwise), as well as the parties' documented agreement to the foregoing, all of which shall be memorialized in a writing jointly executed by duly-authorized representatives of the CHA and the Vendor.

For purposes of clarity, transparency and management, each Task Order entered into by the CHA and Vendor shall be memorialized under Exhibit E of this Agreement, and with clear designation of the applicable number and/or sequence of any such Task Order(s) (Ex., Exhibit E – Task Order-1)

4. NOTICES.

All notices, requests, demands and other communications under this Agreement shall be given in writing. Such notices shall be deemed to have been given when delivered in person or three (3) business days after being sent via certified mail or upon delivery if sent via reputable overnight delivery service and addressed to the appropriate party at its mailing address set forth below:

To Customer: Chicago Housing Authority
60 E. Van Buren Street, 12th Floor
Chicago, IL 60605
Attn: Chief Executive Officer

with a copy to: Chicago Housing Authority
60 E. Van Buren Street, 12th Floor
Chicago, IL 60605
Attn: Chief Legal Officer

To Vendor: Bronner Group, LLC
120 N. LaSalle Street, Suite 1300
Chicago, Illinois 60602
Attn.: Gila J. Bronner

with a copy to: Bronner Group, LLC
120 N. LaSalle St, Suite 1300
Chicago, IL 60602
Attn: Marilyn Katzin

5. TERMINATION FOR CONVENIENCE.

Either party may terminate this Agreement for convenience by providing the other party thirty (30) days prior written notice.

6. INSURANCE.

Vendor and the CHA agree that Vendor's insurance obligations under the Master Agreement shall apply to this Agreement, and that the CHA shall be named as an "additional insured" to that same extent that the COC is so designated in the Master Agreement.

7. EQUAL EMPLOYMENT OPPORTUNITY.

Reserved.

8. MBE/WBE/DBE PARTICIPATION/COMPLIANCE.

Vendor and the CHA agree that Vendor's MBE/WBE/DBE obligations under the Master Agreement shall apply to this Agreement, and that the Vendor's MBE/WBE/DBE Utilization Plan, which is attached hereto as Exhibit C and incorporated by reference herein, shall apply for the administration of MBE/WBE/DBE compliance under this Agreement. This Section 8 shall not be

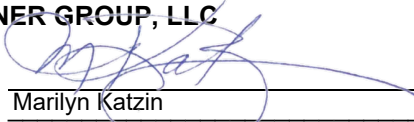
applied, interpreted or construed to be materially in excess of or in conflict with Vendor's participation and compliance obligations under the Master Agreement.

9. BUSINESS DOCUMENTS AND CERTIFICATIONS.


Vendor has provided to the Customer various documentation, certifications and representations, including without limitation, evidence of its authority to conduct business in the State of Illinois, such as registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of the State of Illinois, its Vendor's Affidavit and Vendor's Certifications and Representations of Offerors – Non-Construction Contracts (HUD Form 5369-C), as well as its Contractor's Affidavit, which are collectively attached hereto as Exhibit D and incorporated by reference as if fully set forth herein.

IN WITNESS WHEREOF, Customer and Vendor have executed this Contract on the Effective Date.

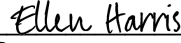
BRONNER GROUP, LLC

By: 
Name: Marilyn Katzin
Title: Director, Business Operations
Date: January 8, 2024

CHICAGO HOUSING AUTHORITY

DocuSigned by:
By: 
Name: Shelia Johnson
Title: 02DBAECFF536465
Date: _____

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

DocuSigned by:

By: Ellen Harris
Title: D9B1AA411EDF4CB...