

SERVICES AGREEMENT
(DISASTER RECOVERY FACILITIES)

This Services Agreement ("Agreement") is made effective as of the 20th day of June, 2013 between the **CHICAGO HOUSING AUTHORITY**, an Illinois municipal corporation of the City of Chicago, State of Illinois (hereinafter, the "CHA"), and **AT&T Corp.** (hereinafter, the "Contractor") a New York corporation, authorized to do business in Illinois, with offices at 225 West Randolph, Chicago, Illinois 60606 .

RECITALS

WHEREAS, the CHA requires technology services intended to enhance the CHA's business and technical operations and therefore advertised and issued its Request for Proposal #12-00929 (hereinafter, "RFP", which is attached as Exhibit I and incorporated herein by reference) to qualified contractors willing to provide telecommunications services, facilities and other accommodations (hereinafter the collectively "Services", and as further defined below) for the CHA, including, but not limited to provision of remote telecommunications and facility accommodations, system and hardware colocation, and other related services supporting continuously available backup and disaster recovery operations for the CHA.

WHEREAS, the CHA evaluated the Contractor's submissions and proposal provided in response to the RFP (which is attached and incorporated herein by reference as Exhibit II to the Agreement) and determined that at minimum, it met the qualifications to be capable of performing the Services;

WHEREAS, the Contractor by submitting its qualifications in response to the RFP, represents that it is highly qualified and competent to provide and perform the Services and has the necessary expertise and capacity to complete any Services assigned to it in accordance with this Agreement; and

WHEREAS, the Contractor desires and is ready, willing and able to perform the Services identified in the RFP and otherwise provided for or referenced herein;

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the CHA and the Contractor agree as follows:

ARTICLE I
INCORPORATION OF DOCUMENTS; DEFINITIONS

1.1 Incorporation of Documents. The recitals set forth above, Exhibit I (RFP 12-00929), Exhibit II (Contractor's Proposal), Exhibit III (Contractor's Affidavit), Exhibit IV (Contractor's Work Plan including the AT&T Hosting & Application Technical Order Form ["TOF"] and AT&T Enterprise Hosting Pricing Schedule), and Appendix A, are incorporated by reference as if fully set forth herein.

1.2 Definitions. The following words and phrases have the following meanings for purposes of this Agreement:

"Account Manager" means the Contractor employee who is assigned to the CHA upon execution of this Agreement and who is the primary contact for the CHA for all Requests for Service.

"Agreement" means this 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.

"Budget" shall mean the accepted Cost Proposal for the Services to be provided by the Contractor as set forth in a written Work Plan submitted in response to the Request for Proposal or such subsequent request for additional services which CHA may provide formally and in writing.

"Chief Information Officer" or **"CIO"** means the Chief Information Officer of the Chicago Housing Authority, who is the chief executive of the Department of Information Technology Services, and any representative duly authorized to act on his behalf

"CHA" means the Chicago Housing Authority.

"CHA Project Manager" shall be that CHA employee so identified in the Request for Proposal or otherwise.

"Contractor" means the vendor herein upon the event that such vendor is issued a Notice-to-Proceed by the CHA.

"Department" means the Department of Information Technology Services.

"Notice-to-Proceed" means a written acceptance of a Work Plan by both the CIO and Director of Procurement and Contracts and direction to commence Services under the Work Plan.

"Project Documents" means this Agreement, the Request for Proposal, any written Work Plan, and any attachments and exhibits incorporated into them.

"Director of Procurement and Contracts" means the Director of Procurement and Contracts of the CHA and any representative duly authorized to act on her behalf.

"Risk Management Office" means the Risk Management Office in the CHA's Department of Finance which is under the direction of the Comptroller of the CHA and is charged with reviewing and analyzing insurance and related liability matters for the CHA.

"Services" means, collectively, the services, duties and responsibilities described in the Project Documents and any and all work necessary to complete them or carry them out fully as required and in accordance with the terms of this Agreement.

"Work Plan" means the detailed description of the Services to be provided by the Contractor in a response to the Request for Proposal Unless otherwise indicated, references to Work Plan will be deemed to include the TOF and executed Pricing Schedule(s).

**ARTICLE II
CONTRACTOR'S DUTIES AND RESPONSIBILITIES**

2.1 Scope of Services.

The type of Services which the Contractor may be requested to provide under this Agreement are those described in the RFP, including any attachments, exhibits addenda or other inclusions, as well as any pricing schedule(s), statement of work, project plan or similar description of services to be provided or rendered, which is attached to this Agreement and incorporated by reference as if fully set forth herein, and all tasks necessary to complete such Services. A copy of the most recent Work Plan or equivalent document (if applicable) describing in detail the Services to provided herein, as well as the respective schedules and compensation terms, shall be attached hereto and incorporated herein as Exhibit IV. The Contractor must provide Services in accordance with the standards of performance set forth in Section 3.5.

The Contractor is acting as an independent contractor in performing under this Agreement and nothing in this Agreement is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the CHA and the Contractor, or as constituting the Contractor or any officer, owner, employee or agent of the Contractor as an agent, representative or employee of the CHA for any purpose or in any manner whatsoever.

2.2 Reserved.

2.3. CHA will advise Contractor of the individuals to whom Contractor's personnel will report for purposes of day-to-day work assignments. CHA and Contractor shall develop appropriate administrative procedures to apply to such personnel. CHA may periodically prepare an evaluation of the performance of Contractor's personnel.

**ARTICLE III
CONTRACTOR STANDARDS OF CONDUCT**

3.1 Deliverables.

All deliverables associated with the Services will be set forth in the applicable Work Plan including the TOF and Pricing Schedule.

3.2 Audit and Record Retention Requirements

The CHA retains an irrevocable right on behalf of itself and HUD to independently, or through a third party, review and/or audit AT&T's books, documents, papers, and records pertaining to this Agreement and disallow any inappropriate billings upon written notice to AT&T. The CHA retains the right to conduct the audit for three (3) years from the date of final payment under this Agreement and all other pending matters are closed. The CHA, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall have access to any non-proprietary books documents, papers and records of AT&T which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions. AT&T shall retain all required records for three (3) years after CHA makes final payment and all other pending

matters are closed.

3.3 Meetings.

The Contractor will meet regularly with the CHA Project Manager to discuss matters relating to outstanding Projects. In addition, at the CIO's reasonable request, the Contractor must attend other meetings with the CHA or other interested parties designated by the CIO.

3.4 Standard of Performance.

(a) Professional Performance. The Contractor will perform all Services required of it under this Agreement with that degree of skill and care normally shown by a professional performing Service of a comparable nature and scope. The Contractor shall at all times use its reasonable best efforts to assure high quality, timeliness, efficiency and creativity in rendering and completing the Services. The Contractor agrees that performance of the Services in a satisfactory manner shall include prompt response to the CHA's needs which are within the scope of the project set forth in the Work Plan. Accordingly, the Contractor shall return all telephone calls and respond to all electronic mail on a timely basis. Nothing contained in this Section, however, shall be construed to relieve Contractor of its obligations pertaining to a Work Plan.

Satisfactory Performance. The Contractor will perform or cause to be performed all Services required by the Agreement in accordance with the terms and conditions of this Agreement, in accordance with any federal, state and local laws, and statutes applicable to this Agreement. Both parties will work together and perform their respective responsibilities pursuant to the Work Plan. The Contractor must at all times act in the best interests of the CHA consistent with the professional obligations assumed by it in entering into this Agreement and will work with CHA toward the timely and satisfactory rendering and completion of its Services, including but not limited to deliverables. Following acceptance, Contractor represents that the deliverables conform in all material respects to the specifications set forth in the Work Plan (including the TOF)

3.5 Cooperation

The Contractor will at all times cooperate fully with the CHA, its agents, employees, contractors, and subcontractors; any other parties providing services with respect to this Agreement; and any interested governmental agency. If this Agreement is terminated for any reason, or if it is to expire on its own terms, the Contractor will make commercially reasonable efforts to assure an orderly transition to another provider of the Services, if any; an orderly demobilization of its own operations in connection with the Services; uninterrupted provision of Services during any transition period; and will otherwise comply with the reasonable requests and requirements of the CIO in connection with the termination or expiration.

3.6 Adequate Staffing

The Contractor will, immediately upon receiving a fully executed copy of this Agreement, assign during the term of this Agreement and any extension of it, an Account Manager

who will be the Contractor's designated person to receive communications and documentation pursuant to the Agreement and the parties' regular course of conduct in furtherance of the Agreement. The Contractor will identify such additional personnel assigned to perform Services and their positions in a staffing schedule which will be included in any Work Plan.

3.7 Contractor Personnel

The Contractor's personnel under this Agreement will consist of an Account Manager who will be the contact person for the CHA and such other qualified personnel as may be named for specific projects in the respective Work Plans. Changes in the assignment of such personnel may be made in Contractor's discretion, provided that all replacement personnel shall be fully qualified to perform the duties they are assigned hereunder.

ARTICLE IV TERM OF AGREEMENT

4.1 Term of Agreement and Options. This Agreement shall take effect as of June 20, 2013, and shall continue for an initial term of three (3) years until June 19, 2016, (the "Base Term") or until the Services for all task items or Work Plans are completed in accordance with their respective terms, or otherwise terminated in accordance with the terms of this Agreement. Upon the expiration of the Base Term of this Agreement, the CHA shall have two (2) one-year extension options, subject to the same prevailing terms and conditions of the Agreement, with any applicable pricing changes reserved and agreed to per Contractor's Best and Final Proposal.

4.2 Reasonable Best Efforts. The Contractor will use reasonable best efforts to provide Services within the time limits required under this Agreement and as provided in the Project Documents, provided that delays caused by CHA or its agents shall not be attributed to Contractor.

ARTICLE V COMPENSATION

5.1 Amount of Compensation.

The CHA shall pay to the Contractor, at the established rates set forth in the Contractor's Proposal and incorporated Pricing Schedule(s) for the Services contemplated herein, in a total amount not to exceed Two Hundred Eighteen Thousand One Hundred Sixty and 00/100 Dollars (\$218,160.00) for the Base Term of the Agreement. The Contractor agrees not to perform, and waives any and all claims for payment of work, cost, expense or other claim which would result in billings beyond this amount without a prior written amendment to this Agreement authorizing said additional work, The Contractor acknowledges an affirmative duty to monitor its performance and billings to ensure that the scope of work is completed within the previously agreed fee.

5.2 Non-Appropriation

Funding for any work covered by the terms of this Agreement is subject to (1) availability of federal funds from HUD, and (2) the approval of funding by the CHA's Board of Commissioners. Furthermore, in the event that no funds or insufficient funds are appropriated and budgeted or appropriated funds are rescinded by Congress in any fiscal period during the term of this Agreement, then the CHA may notify the Contractor of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted but no sooner than the date of notification of termination. CHA shall be responsible for all Services performed prior to such notification.

ARTICLE VI DISPUTES AND RISK

6.1 Disputes

- (a) In the event of a dispute between the CHA and Contractor involving this Agreement, both parties will attempt to negotiate a resolution. If the parties cannot resolve the dispute through negotiation, either party shall, unless otherwise set forth herein, submit the dispute in writing to CHA's Director of Procurements and Contracts (the "Director"), who shall, with reasonable promptness, render a decision concerning the dispute or claim submitted, but in no event in no more than 60 days following the submission of such dispute.
- (b) In the event that a timely exception is filed in writing within 30 days of such decision of the Director, then the decision of the Director shall not be final or conclusive, but the dispute shall be subject to recourse or remedies available at law and as otherwise set forth in this Agreement.
- (c) Contractor shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Customer, subject to the procedures and rights set forth herein.

6.2 Insurance.

Contractor agrees to procure and maintain at all times during the term of any work awarded to the Contractor under this Agreement between Contractor and the CHA, the types of insurance specified below in order to protect the CHA from the acts, omissions and negligence of Contractor, its officers, officials, subcontractors, agents or employees. The insurance carriers used by Contractor must be eligible to conduct business in the State of Illinois and shall have a BEST Rating of not less than an "A minus VII." The insurance provided shall cover all operations under the Agreement, whether performed by Contractor or by its subcontractor, agents, officers or employees. **The following levels of insurance are merely guidelines, the CHA may require all or some of the following forms of insurance and may require higher levels of each insurance. CHA's RFP may further describe the precise forms and levels of insurance required for work performed pursuant to an accepted Work Plan.**

- (a) Workers Compensation and Occupational Disease Insurance Workers Compensation and Occupational Disease Insurance in accordance with the laws of the State of

Illinois along with Employer's Liability in an amount of not less than \$1MM/\$1MM/\$1MM.

(b) Commercial/General Liability Insurance written on an occurrence form (Primary) and Umbrella Liability (Excess).

Commercial/General Liability Insurance provided is to have limits of not less than One Million Dollars (\$1,000,000) per occurrence with an Aggregate of not less than Two Million Dollars (\$2,000,000) (i.e., \$1,000,000/\$2,000,000). In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to Contractor's agents subcontractors. The CHA is to be included as an additional insured on the Contractor's policy and such insurance will be primary and non-contributory with any other insurance available to the CHA.

(c) Automobile Liability Insurance. When any motor vehicles are used in connection with the Services to be performed, the Contractor shall provide Commercial Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per accident CSL, for bodily injury and property damage. The CHA is to be included as an additional insured on the Contractor's policy and such insurance will be primary and non-contributory with any other insurance available to the CHA.

(d) Professional Liability. Professional Liability insurance covering acts, errors or omissions of your product or work, shall be maintained with limits of not less than One Million Dollars (\$1,000,000) per claim or wrongful act and in the aggregate. Coverage extensions shall include Blanket Contractual Liability and Internet presented issues including but not limited to: Loss of Data, Theft of Intellectual Property, Transmission of Computer Viruses, Disruption of Service attacks, etc. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, the start of Services under this Agreement. A Claims-made policy which is not renewed or replaced must endeavor to include an extended reporting period of two (2) years.

(e) Umbrella Liability. Coverage, if applicable, is to follow form of the Primary Insurance requirements outlined above.

6.3 Related Requirements. Contractor shall furnish the Chicago Housing Authority, Procurement and Contracts, 60 East Van Buren, Chicago, Illinois 60605, original Certificates of Insurance evidencing the required coverage to be in force on the Effective Date of this Agreement.

THE REQUIRED DOCUMENTATION MUST BE RECEIVED PRIOR TO CONTRACTOR COMMENCING WORK UNDER THIS AGREEMENT AT THE DESIGNATED CHA LOCATIONS.

The Contractor shall furnish the Chicago Housing Authority, Procurement and Contracts Department, 60 East Van Buren, Chicago, Illinois 60605, original Certificates of Insurance evidencing the required coverages to be in force on the Effective Date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if coverages have an expiration or renewal date occurring during the term of this Agreement or extensions thereof. The receipt of any certificates does not constitute agreement by the CHA that the insurance requirements in the

Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. Contractor shall provide at least 30 days advanced written notice to the CHA of any required coverage that is cancelled or non-renewed and not replaced.

Contractor shall endeavor to require all subcontractors doing work hereunder to carry the insurance required herein or Contractor may provide the coverage for any or all of its subcontractors, and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined in Section "A" above. Evidence of such coverage must be submitted to CHA.

Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the CHA shall apply in excess of, and will not contribute with insurance provided by Contractor under this Agreement.

ARTICLE VII SUSPENSION

7.1 Suspension.

The CHA may request at any time that Contractor suspend its Services or any part thereof by giving ten (10) business days prior written notice to Contractor or upon no notice in the event of emergency. Contractor shall promptly resume performance of such Services under the same terms and conditions as stated herein when requested to do so by the CHA.

ARTICLE VIII REPRESENTATIONS AND SPECIAL CONDITIONS

8.1 Representations.

In connection with the execution of this Agreement, Contractor represents to CHA:

(a) That it is financially solvent and that it and each of its employees, agents or subcontractors of any tier are competent to perform the Services required under this Agreement.

(b) That to the best of its knowledge, information and belief, no officer, agent or employee of the CHA is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid hereunder, except as may be permitted in writing by the CHA and HUD, and that no payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of Contractor to any employee of the CHA as an inducement for the award of this Agreement; and Contractor further acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions set forth herein shall be voidable as to the CHA.

(c) That Contractor and its subcontractors are not in default at the time of the execution of this Agreement, or deemed by the CHA's Director of Procurement and Contracts Department to have, within the last five (5) years been found to be in default on any contract

awarded by the CHA.

(d) That Contractor shall not knowingly use the services of any ineligible contractor for any purpose in the performance of the Services under this Agreement.

(e) That, except only for those representations, statements, or promises expressly contained in this Agreement, and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the CHA, its officials, officers, agents, or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor.

(f) That Contractor and, to its knowledge, its subcontractors are not in violation of the provisions of 18 U.S.C. § 666 (a)(2) and other Federal criminal laws applicable to public contracts funded with federal government funds, the Illinois Criminal Code, 720 ILCS 5/33E1 et seq. (1989), as amended; and CHA's Ethics Policy (attached).

(g) That Contractor has disclosed any and all relevant information to the CHA and Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath or failure to disclose in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination of this Agreement.

(h) That Contractor is a duly organized and validly existing corporation under the laws of the State of Illinois, or is otherwise lawfully authorized to do business within the State of Illinois and has and will continue to have at all times during the term of this Agreement all licenses necessary to render the Services required hereunder.

(i) That Contractor has the power and authority to enter into and perform obligations under this Agreement, and that this Agreement, when executed will constitute the duly authorized, valid and legally binding obligation of Contractor.

(j) That, except only for those representations, statements, or promises expressly contained in this Agreement, and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the CHA, its officials, agents, or employees, has induced the Contractor to enter into this Agreement or has been relied upon by the Contractor.

8.2 Business Documents.

To the extent applicable, Contractor shall provide copies of its latest articles of incorporation and other corporate documents of public record and evidence of its authority to conduct business in the State of Illinois including, without limitation, registrations of assumed names.

8.3 Conflict of Interest.

(a) No member of the governing body of the CHA or other units of government and no other officer, employee, or agent of the CHA or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains,

shall have any interest, direct, or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly or CHA employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

Contractor represents that it, its officers, directors and employees, and the officers, directors and employees of each of its members of a joint venture, 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 the Services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. Contractor agrees that if the CHA determines that any of Contractor's services for others conflict with the Services that Contractor is to render for the CHA under this Agreement, Contractor shall terminate such other services immediately upon request of the CHA.

Additionally, pursuant to the conflict of interest requirements in OMB Circular A102 and 24 CFR §85.36(b)(3), no person who is an employee, agent, contractor, officer, or appointed official of the CHA and who exercises or has exercised any functions or responsibilities with respect to CHA or HUD assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such CHA and HUD 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 with whom he or she has family or business ties during his or her tenure or for one (1) year thereafter.

(b) Furthermore, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. Subsection 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 f (1989), as amended.

8.4 Independent Contractor.

The Contractor and the CHA recognize that Contractor is an independent contractor and not an employee, agent, partner, joint venturer, covenantor, or representative of the CHA and that CHA will not incur any liability as the result of Contractor's actions. Contractor and its employees, representatives, and agents shall at all times represent and disclose that they are independent contractors of the CHA and shall not represent to any third party that they are an employee, agent, covenantor, or representative of the CHA. The CHA shall not be obligated to withhold any funds from Contractor for tax or other governmental purposes, with respect to its employees, agents, representative or subcontractors. Contractor and its employees, representatives, and agents shall not be entitled to receive any employment benefits offered to employees of the CHA including workers' compensation insurance coverage. CHA shall not exercise control over Contractor.

ARTICLE IX GENERAL CONDITIONS

9.1 Counterparts.

This Agreement may be executed by several identical counterparts, each of

which shall be deemed an original and constitute one agreement binding on the parties hereto.

9.2 Amendments.

No changes, amendments, modification or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of Contractor and by the Chief Executive Officer of the CHA or his designated representative. The CHA shall incur no liability for additional Services without a written and signed amendment to this Agreement pursuant to this Section. Whenever in this Agreement Contractor is required to obtain prior written approval, the effect of any approval which may be granted pursuant to Contractor's request shall be prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event may approval apply retroactively to a date before the approval was granted.

9.3 Non-Discrimination Requirements.

Contractor shall comply with all applicable federal, state and local non-discrimination laws, rules, regulations and ordinances including, but not limited to, The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1989), as amended, and all regulations promulgated thereto. Contractor shall particularly remain in compliance at all times with: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000 (e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 6101-6106 (1989); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Fair Housing Amendments Act, 42 U.S.C. Sec. 3601 et seq. (1988); Americans with Disabilities Act of 1990, 42 U.S.C. 12101 and 41 C.F.R. Part 60 et seq. (1990). Illinois Human Rights Act, 775 ILCS 511-101 et seq., as amended, and regulations promulgated in accordance therewith, including but not limited to the Equal Employment Opportunity Clause, 111. Admin. Code Tit.44 s 750 Appendix A; Employment Opportunity Clause, 111. Admin. Tit. 44 s 750 Appendix A; Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. Chicago Human Rights ordinance, s2-160-010 et seq., of the Municipal Code of Chicago, as amended; and the Chicago Fair Housing Regulations, s5-8-010 et seq., of the Municipal Code of Chicago, as amended. In addition, Contractor must furnish such reports and information as requested by the Chicago Commission on Human Relations.

9.4 Compliance with HUD Regulations.

Contractor shall comply with all the provisions of applicable HUD regulations, and other applicable federal, state and local laws, ordinances and executive orders including, but not limited to, the Uniform Administrative Requirements contained in 24 C.F.R. Section 85.1 et seq., (1993), as amended; Title VI of the Civil Rights Act of 1967 (42 U.S.C. 2000d et seq.); Fair Housing Act (42 U.S.C. 3601-20 et seq.); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Rehabilitation Act of 1973 (29 U.S.C. 794); Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5); Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); National Environmental Policy Act of 1969 (24 C.F.R. Part 58); Clean Air Act (42 U.S.C. § 1857(h)/et seq.); Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), as amended; Executive Order 11246, as

amended by Executive Orders 12086 and 11375; Executive Order 12372; Executive Order 11738; Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 276); Byrd "Anti-Lobbying" Amendment (31 U.S.C. § 1352); and Debarment and Suspension (Executive Orders 12549 and 12689); Environmental Protection Agency regulators (40 C.F.R. part 15); and Energy Policy and Conservation Act (Pub, L. 94-163).

9.5 Religious Activities.

In connection with this Agreement, Contractor agrees that:

(a) Contractor shall not discriminate against any person on the basis of religion and shall not limit employment or give preference in employment to persons on the basis of religion; and

(b) Contractor shall not discriminate against any person on the basis of religion when rendering the services hereunder and shall not limit such services or give preference to persons on the basis of religion.

9.6 Drug-Free Workplace.

Contractor shall establish procedures and policies to promote a "Drug-Free Workplace." Contractor shall notify all employees of its policy for maintaining a "Drug-Free Workplace" and the penalties that may be imposed for drug abuse violations occurring in the workplace. Further, Contractor shall notify the CHA if any of its employees are convicted of a criminal drug offense in the workplace no later than ten (10) days after such conviction.

9.7 Venue.

Contractor 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. Contractor agrees that service of process on Contractor may be made, at the option of the CHA, 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 Contractor or by personal delivery on any officer or director of Contractor. If Contractor brings any action against the CHA concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

9.8 Severability.

If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or enforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid,

inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

9.9 Interpretation.

The headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such Exhibits or documents entered into in accordance with the terms and conditions hereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

9.10 Assigns.

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors.

9.11 Waiver.

Whenever under this Agreement the CHA by a proper authority expressly waives in writing Contractor's performance in any respect or expressly waives a requirement or condition to either the CHA or Contractor's performance, the waiver in writing so granted shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of the Agreement regardless of the number of times the CHA may have waived the performance of a requirement or condition under this Agreement.

9.12 Non-solicitation.

During the term of this Agreement and for a period of one year after its termination, neither party will directly or indirectly (i) solicit for hire or engagement any of the other party's personnel who were involved in the provision or receipt of Services or deliverables under this Agreement or (ii) hire or engage any person or entity who is or was employed or engaged by the other party and who was involved in the provision or receipt of Services or deliverables under this Agreement until 180 days following the termination of the person's or entity's employment or engagement with the other party. For purposes herein, "solicit" does not include broad-based recruiting efforts, including, without limitation, help wanted advertising and posting of open positions on a party's Internet site.

**ARTICLE X
COMMUNICATION AND NOTICES**

10.1 Communication Between the Parties.

ARTICLE XI

AUTHORITY

11.1 CHA's Authority.

Execution of this Agreement by the CHA is pursuant to the United States Housing Act of 1937. 42 U.S.C. §1437 et seq., regulations promulgated by HUD, and the State Housing Authorities Act. 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances.

11.2 Contractor's Authority.

Execution of this Agreement by Contractor is authorized and the signature(s) of each person signing on behalf of Contractor, have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Chicago Housing Authority and Contractor have executed this Agreement as of the date first written above.

CHICAGO HOUSING AUTHORITY

By: Fonda R. Mitchell

Director of Procurement and Contracts

Date: 7/10/13

AT&T Corp.

By: Venice Lewis

Its: VENICE LEWIS
Contract Management

Date: 6/25/2013 CS-AG337F

APPROVED AS TO FORM BY:

Chicago Housing Authority

Office of General Counsel

By: Scott Whinnard

Title: _____

Date: _____

All communication by Contractor (excluding Notices under this Agreement) shall be with the CHA Project Manager on behalf of the CIO. All deliverables required to be submitted under this Agreement shall be sent to the CHA Project Manager, Information Technology Services Department, Chicago Housing Authority, 60 East Van Buren, Chicago IL 60605. No verbal communication between the parties shall change any of the terms and conditions of this Agreement.

Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the Federal Rules of Civil procedure, the local rules of the Circuit Court of Cook County, and the local rules governing U.S. District Court for the Northern District of Illinois.

10.2 Notices.

Any notices sent to Contractor shall be mailed by certified mail return receipt requested, postage prepaid to:

Dominic Savone Sales Manager

AT&T
225 West Randolph
Chicago, Illinois 60606

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

Director of Procurement Contracts
Chicago Housing Authority
60 East Van Buren
Chicago, Illinois 60605

With a Copy to:

Chicago Housing Authority
Office of the General Counsel
60 East Van Buren, 12th Floor
Chicago, Illinois 60605
Attn.: General Counsel