

CONTRACT NO. 11703

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

DELOITTE CONSULTING LLP

AND

THE CHICAGO HOUSING AUTHORITY

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between **Deloitte Consulting LLP** with corporate offices located at **111 S. Wacker Dr., Suite 24, Chicago, IL 60606** (“Company”) and the **CHICAGO HOUSING AUTHORITY**, an Illinois municipal corporation of the City of Chicago, State of Illinois, a body politic and corporate, with offices located at 60 East Van Buren Street, Chicago, Illinois 60605 (hereinafter referred to as to as the “CHA”).

RECITALS:

WHEREAS, the CHA desires to secure Company’s services as outlined herein, pursuant to cooperative purchasing principles and requirements recognized under laws, regulations and procedures applicable to the CHA and its sister agency, the Board of Trustees of Community College District No. 508, County of Cook, State of Illinois (the “CCC”); and

WHEREAS, Company agrees to perform such services for CHA;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is acknowledged by Company and the CHA, the parties agree as follows:

1. **Incorporation.** The above recitals and all exhibits attached hereto are incorporated herein by reference. In the event of a conflict between any of this Agreement, any of its Exhibits, the Proposal and/or the RFP, the order of precedence shall be:
 - a. The Agreement; and
 - b. The Exhibits to the Agreement, including Exhibit A;
2. **Services.**
 - a. **Scope of Services.** Company shall perform the professional services specified in Exhibit A attached hereto and incorporated herein by reference (“Services”). The Services may include advice and recommendations, but Company will not make any decisions on behalf of the CHA in connection with the implementation of such advice and recommendations. Company shall perform all Services in accordance with the standard of performance set forth below in section 2(b)(i) and in accordance with the Statement of Work set for in Exhibit A.
 - b. **Standard of Performance.**
 - i. Company shall perform the Services in accordance with the degree of professional skill, care and diligence shown by a professional performing services of a comparable scope, purpose and magnitude customarily provided in the performance of such Services. All Services that require the exercise of professional skill or judgment will be performed by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Company remains responsible

to the CHA for the performance of the Services by Company and any of Company's subcontractors to the same extent that Company would be responsible hereunder to the CHA if Company had performed such Services.

- ii. The CHA shall approve each Deliverable (as defined in Section 6(a)) that conforms in all material respects to the requirements therefor set forth in Exhibit A. Approval of a Deliverable shall be deemed given if the CHA has not provided Company with written notice of such approval or with written notice that a Deliverable does not conform with the foregoing within thirty (30) days of delivery to the CHA.
 - c. **CHA Responsibilities**. The CHA shall cooperate with Company hereunder, including, providing Company with reasonable facilities and timely access to data, information and personnel of the CHA. The CHA shall be solely responsible for, among other things (a) the performance of its personnel and agents; (b) the accuracy and completeness of data and information provided to Company for purposes of the performance of the Services; (c) making all management decisions, performing all management functions and assuming all management responsibilities; (d) designating a competent management member to oversee the Services; (e) evaluating the adequacy and results of the Services; and (f) establishing and maintaining internal controls, including monitoring ongoing activities. Company's performance is dependent upon the timely and effective satisfaction of the CHA's responsibilities hereunder and timely decisions and approvals of the CHA in connection with the Services. Company shall be entitled to rely on all decisions and approvals of the CHA.
- 3. **Personnel**. Company shall provide and utilize all personnel required to perform the Services in accordance with the terms of this Agreement.
- 4. **Term**. This Agreement shall begin November 15, 2015 and expire on May 15, 2016 unless (a) terminated earlier in accordance with Section 11, (b) Services are completed earlier, or (c) extended pursuant to this Section. If the Agreement has not been terminated prior to the end of the term, then, at the expiration of the term, the parties, upon mutual agreement, may renew the agreement for one (1) additional year, subject to the CHA Board's approval.
- 5. **Fees**.
 - a. **Compensation**. The CHA will compensate Company in a total amount not-to-exceed One Hundred Forty Nine Thousand Five Hundred and 00/100 Dollars (\$149,500.00), subject to the firm fixed rates, payment and performance milestones and other terms set forth in Exhibit A, which shall be payable for the Services performed, Deliverables provided and any authorized expenses incurred, through the term or effective date of termination of this Agreement (the "Fees").

- b. **Invoices.** Company shall submit monthly invoices in a mutually agreed format for the CHA's payment indicating the portion of the Services provided during the invoice period and such other detail as may be mutually agreed to show the validity of the Fee(s) and any claimed expenses. Invoices shall be paid in accordance with the payment method and timeframe specified in Section 5(c), below. If the CHA objects to all or any portion of an invoice it shall promptly notify Company of its objection in writing describing in reasonable detail the basis of such dispute within forty-five (45) days of CHA's receipt of such invoice. If the dispute is not settled by the date that the payment is due, then the CHA shall pay the undisputed portion of the invoice. If CHA fails to pay the undisputed portion of the invoice within sixty (60) days, then Company may suspend or terminate the Services. The parties shall immediately escalate any disputed portion of an invoice to Company's lead engagement partner, principal, or director for this Agreement and CHA's Chief Administrative Officer. If the parties fail to resolve such dispute within 60 days of CHA's receipt of the invoice subject to such dispute, the parties shall escalate such dispute to a senior partner or principal of Company and the CHA Deputy Chief for Procurement and Contracts. If the parties fail to resolve such dispute within 75 days of CHA's receipt of the invoice subject to such dispute, then Company may suspend or terminate the Services

Neither the initial payment nor any subsequent payments hereunder constitute acceptance of the Services or any Deliverables provided hereunder.

c. **Payment Method and Term.**

- i. **Reserved.**
- ii. **Net 45 days** - CHA utilizes Automatic Clearing House ("ACH") as a method to pay suppliers. This requires completion of a form indicating Bank routing and account number information authorizing CHA to deposit funds into Company Bank account.
- iii. **Net 60 days** - CHA will issue traditional checks to suppliers unable to accept one of the preferred electronic methods.

This Agreement is subject to the Illinois Local Government Prompt Payment Act.

- d. **Taxes.** Company is solely responsible for paying income, social security and other employment taxes due to the proper taxing authorities, and understands that the CHA shall not deduct such taxes from any payments to Company hereunder. Company shall also obtain and pay for all permits, licenses and fees required to perform the Services and comply with the terms of this Agreement.
- e. **Non-appropriation.** Funding for 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 of the term of this Agreement for payments to be made under this Agreement, then the CHA shall promptly notify the Company as soon as may be reasonably feasible 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 (the "Termination Date"). Notwithstanding the foregoing, CHA shall pay the Company for any Services rendered up to the Termination Date.

CHA shall pay the Company all reimbursable costs in accordance with 48 CFR Part 31 - Contract Cost Principles and Procedures, and the CHA's General Business Expense Policy.

- f. **Accounting.** In connection with the Services, Company shall keep and maintain billing and payment books and records reflecting the Fees and expenses incurred under this Agreement. All such books and records shall be kept for a period of three (3) years after the expiration or termination of this Agreement. Upon reasonable advance written notice, during normal business hours, the CHA may inspect, at its sole expense, such records of Consultant to the extent reasonably necessary to substantiate payment made under this Agreement. Any records available to the CHA under this Section may be redacted by Company to the extent necessary to protect its proprietary and confidential information and to avoid any invasion of personal privacy. Company shall incorporate this right to inspect such books and records into all subcontracts entered into by Company with respect to the Services. This provision shall survive for three (3) years after the expiration or termination of this Agreement.

6. **Ownership/Confidentiality.**

a. **Ownership of Documents and Records.**

(i) For purposes of this Agreement, (A) "Materials" mean all materials, including but not limited to intellectual property, presentations, documents, data, studies and reports, (B) "Deliverable" means all Materials prepared, furnished or generated by Company for delivery to the CHA as a result of this Agreement, and (C) "Company Materials" means Materials created prior to or independently of the performance of the Services, or created by Company or its subcontractors as a tool for their use in performing the Services, plus any modifications or enhancements thereto and derivative works based thereon.

(ii) Upon full payment to Company under this Agreement, and subject to the terms and conditions contained herein, Company hereby (A) irrevocably (except as provided in Section 9(b)(ii)) assigns, transfers and delivers to the CHA, all right, title and interest in and to the U.S. and foreign copyright registrations, applications and renewals, if any, related to the Deliverables, except to the extent they include

any Company Materials and (B) grants to the CHA the right to use, for the CHA's internal business purposes, any Company Materials included in the Deliverables in connection with its use of the Deliverables. Except for the foregoing license grant, Company or its licensors retain all rights in and to all Company Materials. Company will execute all documents that the CHA may reasonably request in order to assist the CHA in perfecting its rights in and to the Deliverables.

(iii) All Services and Deliverables shall be solely for the CHA's benefit and are not intended to be relied upon by any person or entity other than the CHA. The CHA shall not disclose the Services or Deliverables or refer to the Services or Deliverables in any communication, to any person or entity except (A) as specifically set forth in this Agreement, or (B) to the CHAs contractors solely for the purpose of their providing services to Client, provided that such contractors comply with the restrictions on disclosure set forth in this sentence.

(iv) To the extent any Company Materials provided to the CHA hereunder constitutes inventory within the meaning of section 471 of the Internal Revenue Code, such Company Materials is licensed to the CHA by Company as agent for Deloitte Consulting Product Services LLC on the terms and conditions contained herein. The rights granted in this Section 6(a) do not apply to any Materials (including any modifications or enhancements thereto or derivative works based thereon) that is subject to a separate license agreement between the CHA and any third party (including, Company's affiliates).

(v) The Company shall maintain its books and records and adopt a system of accounting in accordance with accounting principles and practices consistently applied. In addition, the Company shall keep books and records relating to fees and expenses invoiced under this Agreement in a safe place and make them available for audit, examination, excerpt, and transcription to be conducted by the CHA, HUD, the Comptroller General of the United States or their duly authorized representatives, and allow audit, inspection, copying and abstracting for at least three (3) years after the termination of this Agreement. Any records available to the CHA, HUD, the Comptroller General of the United States or their duly authorized representatives under this Section may be redacted by Company to the extent necessary to protect its proprietary and confidential information and to avoid any invasion of personal privacy.

b. Confidentiality.

(i) To the extent that, in connection with this engagement, either party (each, the "receiving party") comes into possession of any confidential information of the other (the "disclosing party"), it shall not make such confidential information available to a third party without the disclosing party's prior written consent, using at least the same degree of care as it employs in maintaining in confidence its own

confidential information of a similar nature, but in no event less than a reasonable degree of care. The disclosing party hereby consents to the receiving party disclosing such information (A) as expressly set forth in this Agreement, (ii) to subcontractors, whether located within or outside of the United States, that are providing services in connection with this engagement and that have agreed to be bound by confidentiality obligations similar to those in this Section 6(b), or (iii) to the extent such information (A) is or becomes publicly available other than as the result of a disclosure in breach hereof, (B) becomes available to the receiving party on a non-confidential basis from a source that the receiving party believes is not prohibited from disclosing such information to the receiving party, (C) is already known by the receiving party without any obligation of confidentiality with respect thereto, or (D) is developed by the receiving party independently of any disclosures made to the receiving party hereunder.

(ii) In addition, the disclosing party hereby consents to the receiving party disclosing confidential information of the disclosing party if the receiving party is presented with a *subpoena duces tecum* or is otherwise obligated by law (including the Illinois Freedom of Information Act, or its equivalent and subject to such party's rights under such law), regulation, judicial or administrative process, or in accordance with applicable professional standards or rules, to disclose such confidential information. In such event, to the extent permitted by applicable law or regulation, the receiving party shall promptly give written notice to the disclosing party of any such request for disclosure and agrees that the disclosing party may contest the subpoena or request before the confidential information is submitted to a court or other third party, provided, however, that the receiving party shall not be obligated to withhold such delivery beyond that time as may be ordered by the court or administrative agency unless the subpoena or request is quashed or the time to produce is otherwise extended.

7. **MBE/WBE.** If applicable, unless waived by CHA in writing, Company agrees to comply with the CHA's Minority Business Enterprise/Women's Business Enterprise Participation ("MBE/WBE") requirements and the CHA's Section 3 requirements as set forth in the Company's MBE/WBE Utilization Plan and Section 3 Utilization Plan, which are collectively attached hereto as Exhibit I.

If the Company fails to materially comply with this provision, CHA shall have the right to immediately terminate this Agreement for convenience.

8. **Representations and Warranties.**

- a. **Company Representations and Warranties.** In connection with this Agreement, Company represents and warrants that:

- i. It is ready, willing and able to perform, and will perform, the Services in accordance with this Agreement; and

- ii. As of the effective date of this Agreement, and to the knowledge of the Company's engagement leader responsible for this engagement, no officer, or employee of the CHA is employed by Company or has a financial interest directly in this Agreement or the Services except as may be permitted under the CHAs' Ethics Policy, attached hereto as Exhibit B; and
- iii. Company shall not use any subcontractor, who during the term of the Services, appears on a debarred, suspended or excluded list of any Federal, State or local government to perform all or any portion of the Services; and
- iv. Company and its subcontractors, if any, are not currently in default and have not been in default within the past five (5) years of any contract awarded by the CHA; and
- v. Company understands the nature of the Services and all other matters that may affect this Agreement or its performance and Company has carefully examined and analyzed this Agreement and determined that the Agreement is feasible of performance in accordance with its terms; and
- vi. No representation, statement or promise, oral or written, by the CHA, its officials, agents or employees, has induced Company to enter into this Agreement or has been relied upon by Company in entering into this Agreement; and
- vii. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of Company. This Agreement constitutes the legal, valid and binding agreement of Company, enforceable against Company in accordance with its terms (except insofar as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, or by principles governing the availability of equitable remedies); and
- viii. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not: (i) conflict with or result in any violation of any provision of the charter or bylaws of Company, each as amended to date; or (ii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Company; and
- ix. Professionals competent to perform the Services shall perform all Services that require the exercise of professional skill or judgment.
- x. The Company is authorized and validly existing and in good standing under laws of the state of its organization and the State of Illinois.

THIS IS A SERVICES ENGAGEMENT. COMPANY DISCLAIMS ALL WARRANTIES OTHER THAN THOSE SET FORTH IN THIS SECTION

8(A), EITHER EXPRESS OR IMPLIED, INCLUDING, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- b. **CHA Representations and Warranties.** In connection with this Agreement, the CHA represents and warrants that:
- i. The CHA is a body politic and corporate duly organized, validly existing and in good standing under the laws of the State of Illinois. The CHA has all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and
 - ii. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein, have been duly authorized by all requisite corporate action on the part of the CHA. This Agreement constitutes the legal, valid and binding agreement of the CHA, enforceable against the CHA in accordance with its terms (except insofar as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, or by principles governing the availability of equitable remedies); and
 - iii. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not: (i) conflict with or result in any violation of any provision of the charter or bylaws of the CHA, each as amended to date; or (ii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the CHA.

9. **Limitation on Damages; Indemnity.**

- a. Each party, its subsidiaries, subcontractors, and their respective personnel shall not be liable for any claims, liabilities, or expenses relating to this engagement ("Claims") for an aggregate amount in excess of (i) in the case of Company, the fees paid by the CHA to Company pursuant to this Agreement, or (ii) in the case of the CHA, the fees paid and payable by the CHA to Company pursuant to this engagement, except to the extent resulting from the recklessness, bad faith or intentional misconduct of the other party, its subcontractors or their respective personnel. In no event shall either party, its subsidiaries, subcontractors, or their respective personnel be liable for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this engagement. The provisions of this Section 9(a) shall not apply to any Claim for which one party has an express obligation to indemnify the other or to any Claim for breach of Section 6(a). In circumstances where any limitation on damages or indemnification provision hereunder is unavailable, the aggregate liability of each party, its subsidiaries, subcontractors, and their respective personnel for any Claim shall not exceed an amount that is proportional to the relative fault that their conduct bears to all other conduct giving rise to such Claim.

- b. Notwithstanding any other terms and conditions in this Agreement, including any obligations regarding insurance coverage, Company agrees to defend, indemnify, save and hold harmless fully the CHA and its Board of Commissioners, agents, officers, volunteers, contractors and employees (collectively, the "CHA Indemnified Parties") against any and all claims, suits or judgments, costs or expenses, including attorney's reasonable fees, (collectively "Loss") attributable to claims of third parties:
- i. Solely for bodily injury, death or damage to real or tangible personal property, to the extent directly and proximately caused by the negligence or intentional misconduct of Deloitte Consulting while engaged in the performance of the Services in connection with this Agreement. This indemnification obligation does not extend to that portion of a Loss caused by the negligence of any indemnified party hereunder (or any entity or individual acting on the CHAs behalf), as determined by a court of competent jurisdiction in a final, non-appealable judicial order or as otherwise agreed; and
 - ii. For infringement by a Deliverable of any U.S. patent existing at the time of delivery and known to Company or copyright or any unauthorized use of any trade secret, except to the extent that such infringement or unauthorized use arises from, or could have been avoided except for (A) modification of such Deliverable other than by Company or its subcontractors or use thereof in a manner not contemplated by this Agreement, (B) the failure of the indemnified party to use any corrections or modifications made available by Company, (C) information, materials, instructions, specifications, requirements or designs provided by or on behalf of the indemnified party, or (D) the use of such Deliverable in combination with any platform, product, network or data not provided by Company. If the CHA's use of any such Deliverable, or any portion thereof, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, Company, at its option and expense, shall have the right to (x) procure for the CHA the continued use of such Deliverable, (y) replace such Deliverable with a non-infringing Deliverable, or (z) modify such Deliverable so it becomes non-infringing; provided that, if (y) or (z) is the option chosen by Company, the replacement or modified Deliverable is capable of performing substantially the same function. In the event Company cannot reasonably procure, replace or modify such Deliverable in accordance with the immediately preceding sentence, Company may require the CHA to cease use of such Deliverable and refund the professional fees paid to Company with respect to the Services giving rise to such Deliverable. The foregoing provisions of this Section constitute the sole and exclusive remedy of the indemnified parties, and the sole and exclusive obligation of Company, relating to a claim that any of Company's Deliverables infringes any patent, copyright or other intellectual property right of a third party.

- c. As a condition to the indemnity obligations contained herein, the indemnified party shall provide the indemnifying party with prompt notice of any claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the indemnifying party in connection with any such claim. The indemnifying party shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing.
10. **Insurance.** Throughout the Term, Company, at its own expense, shall provide and maintain the following insurance coverage:
 - a. **Workers Compensation and Employers Liability.** Workers Compensation as prescribed by applicable law, covering all employees who are providing the Services and Employer's Liability coverage with limits of not less than \$1,000,000.00 each accident or illness; and
 - b. **Commercial General Liability.** Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000.00 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage shall include the following: All premises and operations, products/completed operations, separation of insured, defense, and contractual liability ; and
 - c. **Automobile Liability.** When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Company shall provide Business Automobile Liability Insurance with limits of not less than \$1,000,000.00 per occurrence, for bodily injury and property damage; and
 - d. **Professional Liability (E&O).** Professional liability insurance covering errors, omissions or negligent acts must be maintained with limits of not less than \$1,000,000.00. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on this Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years, if available at a commercially reasonable cost.

Prior to the execution of this Agreement, Company shall furnish the CHA with insurance certificates evidencing the required coverage. The Commercial General Liability and Business Automobile Liability insurance policies shall include the CHA, the CHA's Board of Commissioners, and its officers, directors, agents, employees, contractors and volunteers as additional insured on a primary, non-contributory basis. CHA's failure to obtain certificates or other insurance evidence from Company shall not be deemed a waiver of this provision by the CHA. This Agreement, at CHA's sole discretion, may be terminated if Company fails to comply with this provision. Company agrees to provide the CHA with thirty (30) days prior written notice before coverage is adversely changed, cancelled or non-renewed. Any insurance or self-insurance programs maintained by CHA shall apply in excess of and not contribute with insurance provided by Company with respect to Company's activities hereunder.

11. **Termination/Remedies.**

- a. **Termination for Convenience.** Notwithstanding Section 11(b) below, the CHA may terminate this Agreement, or any portion of the Services, for convenience at any time, upon five business days prior written notice to Company.
- b. **Termination for Default by the CHA.** This Agreement may also be terminated by the CHA in the event of a material breach by the Company of its obligations hereunder by giving twenty (20) business days' prior written notice to Company (or such longer period as the CHA may permit in its sole discretion). Company has the right to cure the breach within the notice period, except if such breach is not curable. If a court of competent jurisdiction rules that termination of this Agreement by the CHA for a material breach of Company was wrongful, then the termination shall be deemed to have been a termination for convenience.
- c. **Termination by Company.** This Agreement may also be terminated by the Company in the event of a material breach by CHA of its obligations hereunder by giving thirty (30) business days' prior written notice to the CHA (or such longer period as Company may permit in its sole discretion) following the Company's provision of written notice of breach, which shall reasonably detail the nature of such claimed breach and demand cure by the CHA within thirty (30) days from the receipt of such notice.
- d. If this Agreement is terminated by the CHA under this Section 11, Company shall immediately deliver to the CHA all finished or unfinished Deliverables created in connection with the Services for which payment has been made by the CHA; provided, however, that the CHA acknowledges and agrees that it shall not be entitled to rely on, and Company shall make no warranties and have no liability with respect to, any work-in-progress which is provided to the CHA. The CHA will pay Company for the portion of the Services performed by Company, in accordance with section 2(b)(i), for those amounts accrued but not yet paid prior to the effective date of termination. Such payment to the Company shall be in full settlement of fees for all such Services.

Except as otherwise expressly agreed in this Agreement, no remedy hereunder is exclusive of any other remedy, and each remedy shall be cumulative and in addition to any other remedies at law, in equity or by statute existing now or hereafter. No delay or omission to exercise any right or power accruing hereunder shall impair any such right or power nor shall it be construed to be a waiver of any such right or power or acquiescence therein, and every such right and power may be exercised periodically and as often as may be deemed expedient. If the CHA considers it to be in the CHA's best interest, it may choose not to declare a default or terminate the Agreement in the event of a material breach by Company. The parties acknowledge that the forgoing sentence is solely for the benefit of the CHA and that if the CHA permits Company to continue providing Services despite one or more events of material breach, the Company is in no way relieved of any of its duties and

obligations under the Agreement and the CHA does not waive or relinquish any of its rights.

12. **Additional Provisions.** The parties further agree to the following provisions:

- a. **Cooperation with Successors.** If this Agreement is terminated for any reason, or expires, Company shall use its reasonable efforts to assure an orderly transition to CHA and to the successor consultant, if any. Company must make an orderly demobilization of its own operations, provide the Services until the effective day of such termination or expiration, and otherwise comply with the reasonable requests and requirements of the CHA in connection with the termination until the effective day of such termination.
- b. **Audit Right.** The CHA retains an irrevocable right to independently or, through a third party, audit the Company's billing and payment books and records pertaining to this Agreement and disallow any inappropriate billings upon written notice to the Company upon reasonable notice and for a period of the term of the Agreement and three years after its termination, provided that such third parties first signs a confidentiality agreement with Company with confidentiality terms at least as stringent as those contained herein covering information obtained by such third party in the course of the audit. Furthermore, to the extent required by law or governmental regulation, the Company and its subcontractors shall use reasonable efforts to cooperate with the CHA Inspector General in any investigation or hearing undertaken. All of the Company's subcontracts must inform subcontractors of this provision and require agreement and compliance with the same.
- c. **Drug-Free Workplace.** The Company shall maintain a "Drug-Free Workplace" as set forth under the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) to extent applicable to Company in the performance of Services under this Agreement.
- d. **Human Rights & Equal Employment Opportunity.**

Company shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 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 section 750 Appendix A, which is attached hereto as Exhibit II and incorporated by reference herein to the extent applicable to Company in connection with its performance of the Services.
- e. **Notices.** All notices hereunder shall be in writing and either (i) delivered personally; or (ii) sent by nationally recognized express courier; or (iii) sent by certified mail (return receipt requested). Any such notice will be deemed given

when actually received and addressed as follows, unless changed by either party by notice to the other party:

If to CHA:

Chief Executive Officer
Chicago Housing Authority
60 East Van Buren St.
Chicago, IL 60605-1207)

Copy to:
General Counsel
Chicago Housing Authority
60 E. Van Buren St., 12th Floor
Chicago, Illinois 60605-1207

If to Company:

Notices shall be sent to Company at the address listed above, attention to: Greg Stoskopf.

- f. **Severability.** The terms of this Agreement are severable and if a court of competent jurisdiction herein declares any term or provision illegal, void or unenforceable, the remainder of the provisions hereunder shall remain valid and enforceable, and such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.
- g. **Entire Agreement.** This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties. Any prior written or oral agreements or representations related to this Agreement or the Services are of no force and effect. Each of the provisions of these terms shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise, notwithstanding the failure of the essential purpose of any remedy. Any references herein to the term "including" shall be deemed to be followed by "without limitation".
- h. **Delays.** If Company's performance of the Services is delayed by causes beyond Company's reasonable control, Company is entitled to an extension of the time to complete the Services to reflect the extent of the delay, provided the Company has given the CHA written notice within ten days after delay begins. The notice by the Company must include a description of the reasons for the delay and the steps Company has taken or will take to mitigate the effects of the delay.

- i. **Names/Logos.** CHA owns all rights to the name Chicago Housing Authority and to certain logos, service marks, trademarks and likenesses (“Marks”). Company must not use the Marks as part of Company’s business or trade name, and Company must not use the Marks or sell merchandise or services with the Marks without the CHA’s express written consent. Also, Company must not permit anyone else to do so. Notwithstanding the foregoing, the CHA grants Company the right to use its name as part of a general client list and as a specific citation within proposals and other directed marketing efforts
- j. **Governing Law.** This Agreement shall be governed as to performance and interpretation in accordance the laws of the State of Illinois (without giving effect to the choice of law principles thereof). Company 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. Company agrees that service of process on Company may be made by registered or certified mail addressed to the applicable principal and office of the Company as provided for in this Agreement. If Company 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.
- k. **Non-Discrimination.** Company, in its performance of its obligations under this Agreement, shall not discriminate in violation of any applicable law against any workers, employees or applicants, or any member of the public, because of race, color, religion, age, disability unrelated to ability to perform, gender, national origin or ancestry, sexual orientation, marital status, military discharge status or source of income. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. Company agrees to comply with all applicable laws regarding the posting of notices of this non-discrimination clause.
- l. **Compliance with Laws.** During the Term, Company, at its sole expense, shall observe and comply with all federal, state and local laws, rules, ordinances and governmental regulations applicable to it in its performance of its obligations under this Agreement. Company acknowledges the CHA’s intention for compliance with the CHA’s Debarment Policy, attached hereto as Exhibit C.
- m. **Amendments/Changes.** No modification or amendments to this Agreement shall be effective unless such amendment is in writing and signed by both parties hereto.
- n. **Ethics Policy.** Company agrees to comply with CCC’s Ethics Policy attached hereto as Exhibit D solely to the extent applicable to it in its performance of Services hereunder. For the purposes of this Agreement, all references to CCC

- w. **Non-Exclusivity.** Company may (i) provide any services to any person or entity, and (ii) develop for itself, or for others, any materials or processes, including those that may be similar to those produced as a result of the Services, provided that Company complies with its confidentiality obligations set forth hereunder.

IN WITNESS WHEREOF, the CHA and Company have executed this Agreement as of the date written above.

Chicago Housing Authority

Deloitte Consulting LLP

By: *Dionna Brookens*
Dionna Brookens
Deputy Chief, Procurement and
Contracts

By: *Gregory A Stoskopf*
Name: Gregory A Stoskopf
Title: Director

APPROVED AS TO FORM:

CHICAGO HOUSING AUTHORITY

OFFICE OF GENERAL COUNSEL

By: *James Bebley*
Name: James Bebley
Title: Chief Legal Officer