

CHA CONTRACT NO. 12303

INTERGOVERNMENTAL AGREEMENT

FOR PROFESSIONAL SERVICES

BETWEEN

**THE CITY OF CHICAGO, ACTING THROUGH ITS DEPARTMENT OF
FAMILY AND SUPPORT SERVICES**

AND

THE CHICAGO HOUSING AUTHORITY

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INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made effective as of this 31st day of December, 2018 (the "Effective Date") by and between the **CHICAGO HOUSING AUTHORITY** ("CHA"), a municipal corporation of the State of Illinois and the **CITY OF CHICAGO**, a municipal corporation and home rule unit of the State of Illinois, acting through its Department of Family and Support Services ("DFSS").

RECITALS

WHEREAS, CHA is engaged in the development and operation of safe, decent and sanitary housing throughout the City of Chicago for low-income families in accordance with the United States Housing Act of 1937, 42 USC §1437 et seq.; regulations promulgated by the United States Department of Housing and Urban Development ("HUD"), and the State Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances; and

WHEREAS, DFSS provides various family supportive service programs for residents of the City of Chicago including, but not limited to, early childhood programs, children/youth after school and academic enrichment programs, homelessness prevention programs, and other family and senior support programs throughout the City of Chicago; and

WHEREAS, CHA desires to have DFSS provide various family supportive service programs for CHA residents;

WHEREAS, DFSS is ready, willing and able to provide the various programs as specifically provided herein; and

WHEREAS, CHA and DFSS have authority to enter into intergovernmental agreements such as this Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and the Housing Cooperation Law, 310 ILCS 15/1 et seq.; and

WHEREAS, CHA and DFSS desire to enter into this Agreement to permit DFSS to provide the various programs as described above and as more specifically set forth herein.

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

ARTICLE 1 INCORPORATION OF RECITALS

Section 1.01 Incorporation of Recitals

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2 DFSS' DUTIES AND RESPONSIBILITIES

Section 2.01 Services to be Performed

A. Scope of Services

The services which DFSS shall provide under this Agreement are described in this Article 2 (collectively, the "Services"). DFSS shall provide the Services in accordance with the standards of performance set forth in Section 2.02. Such Services shall include, but not be limited to, those Services that are set forth in Exhibit A, which is attached hereto and incorporated by reference herein.

B. Deliverables

The DFSS shall prepare certain deliverables for CHA as required by this Agreement, which consist of work product from performing the Services that include, but are not limited to, documents, data, studies, reports, findings or information in any form prepared or assembled either in hard copy or electronically (e.g. compact disc) (collectively, "Deliverables"). At the discretion of the DFSS, the Deliverables with respect to the Golden Diners Program may also be provided to the Illinois Department on Aging ("IDOA"). If, in the sole judgment of the CHA, any Deliverables do not meet the intended level of completion or standard of performance specified in this Agreement, CHA shall inform DFSS of the problem and the parties will work cooperatively to resolve it.

Section 2.02 Performance Standards

DFSS shall perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by an entity performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. DFSS shall at all times use its best efforts to assure quality, timeliness, efficiency and creativity in rendering and completing the Services. DFSS agrees that performing the Services in a satisfactory manner includes quickly responding to CHA's needs.

CHA shall direct all questions regarding program operations to DFSS' Commissioner. Disputes over program operations that cannot be resolved shall be treated under Article 5 hereof.

Section 2.03 Ownership of Documents, Records and Reports

- A. All Reports or information in any form prepared or assembled by, or provided to, DFSS under this Agreement are the property of CHA. However, DFSS is granted a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use such reports or information/data prepared or assembled by DFSS under this Agreement for government purposes, which are limited to responses to Requests for Proposals or other funding opportunities, DFSS Performance Management reports (external and internal to the City), Needs Assessments, Program Planning (using data on clients served and services rendered to inform program design for DFSS programs), DFSS marketing materials (brochures, web

site, etc.) and on a case by case basis if approved by CHA in writing, subject to the privacy rights of CHA's residents as provided by law not to disclose personal identification information. During the performance of its Services, DFSS shall be responsible for any loss or damage to such Reports while in DFSS' possession and shall restore any lost or damaged Reports and information at DFSS' sole cost and expense.

- B. DFSS and/or the City of Chicago shall maintain all books, records, documents, and adopt a system of accounting in accordance with generally accepted accounting principles and practices, to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred or in connection with DFSS' performance under this Agreement. In addition, DFSS shall keep such books, records and documents in a safe place and make them available for audit, examination, excerpt, and transcription to be conducted by CHA, HUD, the Comptroller General of the United States or their duly authorized representatives, and allow inspection, copying and abstracting for at least three (3) years after the final payment is made in connection with this Agreement and other pending matters are closed or as otherwise may be required under applicable law.

Section 2.04 Audit Requirement

CHA retains an irrevocable right to independently or, through a third party, audit DFSS' books and records pertaining to this Agreement and disallow any inappropriate billings upon written notice to DFSS. In the event of a disallowance, DFSS shall, if such amount has already been paid to DFSS, refund the amount that has been disallowed to CHA.

Section 2.05 Confidentiality

DFSS agrees that all Deliverables, reports, documents, and information/data prepared, assembled, received or encountered by DFSS pursuant to this Agreement ("Confidential Information") are to remain confidential and to be used solely for the purposes of meeting the objectives of this Agreement. DFSS agrees that such Confidential Information shall not be made available to any individual or organization other than CHA, HUD, or courts of competent jurisdiction or administrative agencies pursuant to a subpoena without the prior written approval of CHA. In the event DFSS is presented with a *subpoena* or an agency of the Federal or State Government, or as may be required in response to a request under the Freedom of Information Act ("FOIA") regarding such Confidential Information, which may be in DFSS' possession by reason of this Agreement, DFSS must immediately give notice to CHA's Chief Executive Officer and General Counsel with the understanding that CHA will have the opportunity to contest such process by any means available to it before the Confidential Information is submitted to a court or other third party. DFSS, however, is not obligated to withhold the delivery of such Confidential Information beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

Section 2.06 Subcontracts and Assignments

DFSS shall not assign or subcontract this Agreement, or any portion thereof, without the express written approval of CHA. The foregoing clause shall only apply to new delegate agencies that were not previously identified by DFSS to CHA as participating agencies, and shall not apply

to any delegate agencies that have previously been identified and/or disclosed to CHA by DFSS. DFSS shall not transfer or assign any funds or claims due or which may become due under this Agreement without the prior written approval of CHA. The attempted transfer or assignment of any funds, either in whole or in part, or any interest therein, which shall be due or to become due to DFSS without such prior written approval shall have no effect. CHA expressly reserves the right to assign or otherwise transfer all or any part of its rights or interests hereunder.

Section 2.07 Patents and Copyrights

To the extent applicable, CHA reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for CHA or HUD purposes, including, but not limited to, commercial exploitation: (a) the copyright or patent in any work developed or discovered in the performance of the Services under this Agreement, and (b) any right of copyright or patent to which DFSS purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement. However, DFSS is granted a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use such copyright or patent in any work developed or discovered in the performance of the Services under this Agreement for government purposes, and any right of copyright or patent to which DFSS purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement, but only for the limited purposes of responses to Requests for Proposals or other funding opportunities, DFSS Performance Management reports (external and internal to the City), Needs Assessments (determining client needs, community needs and gaps in resources and services), Program Planning (using data on clients served and services rendered to inform program design for DFSS programs), DFSS marketing materials (brochures, web site, etc.) and on a case by case basis if approved by CHA in writing, subject to the privacy rights of CHA's residents as provided by law not to disclose personal identification information.

Section 2.08 Section 3, HUD Act of 1968

The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701u. DFSS agrees that it will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR part 135, and all applicable rules and orders of HUD issued thereunder. DFSS certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements.

Section 2.09 Force Majeure

In the event of war, flood, riot, epidemic, act of governmental authority in its sovereign capacity or act of God during the term of this Agreement, neither CHA nor DFSS shall be liable to the other party for any nonperformance under this Agreement resulting from such event.

Section 2.10 CHA Inspector General

It is the duty of the Contractor and its subcontractors to cooperate with the CHA Inspector General in any investigation or hearing undertaken. All of the Contractor's subcontracts must include this provision and require agreement and compliance with the same.

ARTICLE 2A CHA'S DUTIES AND RESPONSIBILITIES

During the term of the Agreement with respect to the Golden Diners Program, CHA agrees to operate the Nutrition Sites in accordance with policies and procedures of DFSS as outlined in the "Congregate Site Guidelines" and agrees to the terms outlined in Exhibit D, CHA's Duties and Responsibilities, which is incorporated by reference herein.

ARTICLE 3 TERM OF AGREEMENT

Section 3.01 Term

This Agreement shall commence on the Effective date January 1, 2019 and continue through December 31, 2020, or until the Agreement is terminated in accordance with its terms, whichever occurs first.

ARTICLE 4 COMPENSATION

Section 4.01 Compensation

This is a cost reimbursement agreement and CHA agrees to pay DFSS an amount not-to-exceed Three Million One Hundred Sixty-Four Thousand and 00/100 Dollars (\$3,164,000.00) to provide the Services. DFSS agrees not to perform, and waives any and all claims of payment for work which would result in billings beyond the not-to-exceed amount unless the parties have executed a written amendment to this Agreement authorizing said additional work and the payment therefore. DFSS recognizes and acknowledges that it has an affirmative duty to monitor its performance and billings to ensure that the scope of work is completed within this not-to-exceed amount.

Section 4.02 Payment

DFSS shall submit monthly invoices for reimbursement of costs for the various programs, as set forth in the Project Operating Budget, which is attached hereto as Exhibit C and incorporated by reference herein, to CHA for approval within twenty business days after the end of each month during the term of this Agreement. Each invoice shall identify the related program. Back up information for each is routinely kept in digital form by the City and shall be made available to the CHA in electronic format upon request (in lieu of physical copies). Only those costs that are allowable under 48 CFR Part 31 (Cost Principles for For-Profit Organizations) or 2 CFR Part 230

(Cost Principles for Not-For-Profit Organizations), as applicable, shall be considered for cost reimbursement. In the event of a conflict between any line items in the Project Operating Budget and 48 CFR Part 31 or 2 CFR Part 230, the 48 CFR Part 31 or 2 CFR Part 230 shall control. CHA shall not be required to give approval or make payments pursuant to a submitted invoice unless information required to be included with the invoice or that has been specifically requested by CHA and all the reporting requirements and Deliverables as set forth in this Agreement, or other reasonable and written requests by CHA for additional information, have been met.

Any costs incurred by the Contractor after the expiration date, or after the earlier termination of the Agreement, may not be eligible for reimbursement.

It is mutually understood and agreed by the parties that the not-to-exceed amount of compensation set forth in Section 4.01 above 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.

CHA will make commercially reasonable efforts to make payment for services rendered under this Agreement within thirty (30) days after receipt and approval of each invoice submitted. All invoices shall be subject to review and approval by CHA. If CHA objects to all or any portion of any invoice, it shall notify DFSS of its objection in writing and both parties shall make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, CHA may, at its option, pay the undisputed portion of any invoice without being deemed to have accepted the disputed portion. All disputes regarding invoices shall be handled in accordance with the provisions of Article 5 herein.

Section 4.03 Non-Appropriation

Funding for this Agreement is subject to: 1) availability of Federal funds from HUD; and 2) the approval of funding by CHA's Board of Commissioners. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of CHA for payments to be made under this Agreement, then CHA will notify DFSS 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 when the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to DFSS under this Agreement beyond those amounts appropriated and budgeted by CHA to fund payments hereunder.

ARTICLE 5 DISPUTES

Section 5.01 Disputes

A dispute between CHA and DFSS involving this Agreement that has not been resolved shall be referred to the Commissioner of DFSS ("Commissioner") and CHA's Chief Executive Officer ("CEO"). Either party may give written notice of the dispute to both the Commissioner and the CEO, who shall meet within 30 days of notification to resolve the dispute. In the event the Commissioner and the CEO fail to resolve the dispute, each party may pursue its remedies at

law, and shall endeavor to do so within one (1) year of the date notification of the dispute is given.

ARTICLE 6 RISK MANAGEMENT

Section 6.01 Insurance to be Provided by DFSS

CHA acknowledges that DFSS is self-insured for the insurance requirements required by CHA in this Section 6.01, subsections 1 through 4. However, DFSS shall require its subcontractors, if any, providing services under the Agreement to procure, pay for and maintain at all times during the term of this Agreement the types of insurance in the minimum amounts specified below. The insurance carriers used by the subcontractors must be authorized to conduct business in the State of Illinois and shall have a BEST Rating of not less than an "A".

1. Workers Compensation and Employers Liability

Workers Compensation and Occupational Disease Insurance in accordance with the statutory limits of the State of Illinois (Statutory) Coverage A and Employer's Liability Insurance, Coverage B, in an amount of not less than Five Hundred Thousand Dollars (\$500,000/\$500,000/\$500,000).

2. Commercial General Liability (Primary and 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 Consultant's officers, employees, agents, invitees and guests and their personal property, and will also include coverage of not less than Five Million Dollars per occurrence with an aggregate of Five Million Dollars (\$5,000,000/\$5,000,000) for Sexual Abuse and Molestation (with emotional distress as the trigger). CHA is to be endorsed as an additional insured on the Contractors policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to CHA.

3. Automobile Liability (Primary and Excess)

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

4. Professional Liability

Whenever any architectural, engineering or other professional services are required under the Agreement, Professional Liability insurance covering acts, errors or omissions shall be maintained with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. 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 have an extended reporting period of two (2) years.

5. Excess Liability

Excess liability coverage, if applicable, is to follow form of the Primary Insurance requirements outlined above.

Section 6.02 Indemnification

The Contractor agrees to protect, defend, indemnify, keep safe, and hold the CHA, its officers, officials, employees and agents and contractors free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees, including attorney fees, or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively, "Claims") in connection with or arising directly or indirectly out of this Agreement and/or the acts and omissions of the Contractor, its agents, employees, and subcontractors, including but not limited to, the enforcement of this indemnification provision. Without limiting the foregoing, any and all such Claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims at its sole expense and agrees to bear all the costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

To the extent permissible by law, Contractor waives any limits on Contractor's liability that it would otherwise have by virtue of the Workers Compensation Act or any other law or judicial decision (specifically Kotecki v. Cyclops Welding Corporation, 146 Ill.2d 155 (1991)).

The CHA shall have the right, at Contractor's expense, to participate in the defense of any suit, without relieving the Contractor of any of its obligations under this indemnity provision. The Contractor expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the CHA free and harmless are separate from and not limited by the Contractor's responsibility to obtain, procure and maintain insurance pursuant to any other section of this Agreement. Further, the indemnities contained in this section shall survive the expiration or termination of this Agreement.

ARTICLE 7 TERMINATION

Section 7.01 Termination

Either party may terminate this Agreement, or any portion of the Services to be performed under it, at any time by giving 60 days' notice in writing to the other party.

ARTICLE 8. WARRANTIES, REPRESENTATIONS AND SPECIAL CONDITIONS

Section 8.01 Warranties and Representations

In connection with the execution of this Agreement, DFSS warrants and represents:

- A. That DFSS and, to the best of its knowledge, its subcontractors, are not in violation of 18 U.S.C. §666(a)(1) and the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. (1989), as amended; the DFSS certifies that it has read the provisions of 18 U.S.C. §666(a) (2) and the Illinois Criminal Code, 720 ILCS 5/33E-1 et. seq. and warrants that it and its officers and employees will comply with the provisions set forth therein. DFSS further warrants that it has read the CHA's Ethics Policy adopted January 16, 2001, as amended and hereby agrees to comply with its provisions; and
- B. That DFSS shall obtain prior written approval from CHA to use the HUD funds in any way other than as specified in this Agreement.

Section 8.02 Conflict of Interest

- A. No member of the governing body of CHA or other units of government and no other officer, employee, or agent of 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 personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and/or CHA employee shall be entitled to any share or part of this Agreement or to any financial benefit arising from it.

DFSS covenants that it and its employees, and its 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. DFSS further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Additionally, pursuant to the conflict of interest requirements in OMB Circular A-102 and 24 CFR §85.36(b) (3), no person who is an employee, agent, consultant, officer, or appointed official of CHA and who exercises or has exercised any functions or responsibilities with respect to HUD assisted activities, or who is in a

position to participate in a decision making process or gain inside information with regard to such 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 whom he or she has family or business ties, during his or her tenure or for one year thereafter.

- B. Furthermore, DFSS 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 ff. (1989), as amended.

Section 8.03 Non-liability of Public Officials

No official, employee or agent of either party shall be charged personally by the other party, or by any assignee or subcontractor of either party, with any liability or expenses of defense or be held personally liable to either party under any term or provision of this Agreement, because of either party's execution or attempted execution, or because of any breach hereof.

Section 8.04 Independent Contractor

DFSS shall perform under this Agreement as an independent contractor to CHA and not as a representative, employee, agent, joint venturer or partner of CHA.

ARTICLE 9 GENERAL CONDITIONS

Section 9.01 Entire Agreement

This Agreement, comprised of this Agreement and the Exhibits attached hereto and incorporated herein, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein.

Section 9.02 Counterparts

This Agreement may be comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

Section 9.03 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 DFSS and by the Chief Executive Officer of CHA or his respective designees. CHA shall incur no liability for additional Services without a written amendment to this Agreement pursuant to this Section.

Section 9.04 Compliance with All Laws/Governmental Orders

- A. DFSS shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement 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 CFR Part 58) ; Clean Air Act (42 U.S.C. 7401/et seq.) Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) , as amended; Flood Disaster Protection Act of 1973 (42 U.S.C. 4106); Uniform Relocation Assistance and Real Property Development Acquisition Policies Act of 1970 (42 U.S.C. 4601); Executive Order 11246, as amended by Executive Orders 12086 and 11375; Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)); Executive Order 12372; Copeland "Anti-Kickback" Act (18 U.S.C. §874 and 40 U.S.C. §276); Byrd "Anti-Lobbying" Amendment (31 U.S.C. §1352); Drug Free Workplace Act of 1968 (41 U.S.C. 701 et seq.); and Debarment and Suspension (Executive Orders 12549 and 12689). Additionally, the DFSS shall comply with the applicable provisions of OMB Circulars A-133, A-102, A-122, A-110 and A-87, as amended, succeeded or revised and the Mandatory Standards and Policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871). Provision(s) required by law, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion. However, in no event shall the failure to insert such provisions prevent the enforcement of this Agreement.
- B. DFSS shall take such actions as may be necessary to comply promptly with any and all governmental orders imposed by any duly constituted government authority whether imposed by Federal, state, county or municipal authority.

Section 9.05 Governing Law

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Each party 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. Each party agrees that service of process on each party may be made, at the option of the other party, 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 each party. If any action is brought by either party concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

Section 9.06 Severability

If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable 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.

Section 9.07 Interpretation

Any 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 gender. 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 and thereof. 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.

Section 9.08 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 respective legal representatives, successors, transferees and assigns.

Section 9.09 Cooperation

DFSS agrees at all times to cooperate fully with CHA and to act in CHA's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, DFSS shall make every effort to assure an orderly transition to another contractor, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with the reasonable requests and requirements of CHA in connection with the termination or expiration of this Agreement.

Section 9.10 Waiver

Whenever under this Agreement CHA by a proper authority waives DFSS' performance in any respect or waives a requirement or condition to either CHA's or DFSS' performance, the waiver so granted, whether express or implied, 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 CHA may have waived the performance, requirement or condition.

ARTICLE 10. COMMUNICATION AND NOTICES

Section 10.01 Communication Between the Parties

All verbal and written communication including required reports and submissions between DFSS and CHA shall be through CHA's Division of Resident Services. 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.

Section 10.02 Notices

Any notices sent to the DFSS shall be mailed by ordinary mail, postage prepaid to:

City of Chicago Department of Family and Support Services
1615 West Chicago Avenue
Chicago, Illinois 60622
Attn: Commissioner Morrison Butler

With a Copy to:

Finance and Economic Development Division
Department of Law
City of Chicago
121 N. LaSalle St., Suite 600
Chicago, IL 60602

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

Office of the General Counsel
Chicago Housing Authority
60 E. Van Buren St., 12th Floor
Chicago, IL 60605
Attn: Chief Legal Officer

With a Copy to:

Chicago Housing Authority
60 E. Van Buren St., 10th Floor
Chicago, Illinois 60605
Attn: Chief Resident Services Officer, Resident Services

ARTICLE 11. AUTHORITY

Section 11.01 CHA Authority

Execution of this Agreement is authorized by resolution of CHA's Board of Commissioners dated October 10, 2016 approving this Agreement and 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.

Section 11.02 DFSS Authority

Execution of this Agreement by DFSS is authorized by the City's Annual Appropriation ordinance enacted by the City Council of the City of Chicago on November 14, 2018.

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

CHICAGO HOUSING AUTHORITY

**CITY OF CHICAGO, BY AND
THROUGH ITS DEPARTMENT OF
FAMILY AND SUPPORT SERVICES**



Dionna Brookens
Chief Procurement Officer



Lisa Morrison Butler, Commissioner

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

By: 

James L. Bebley
Chief Legal Officer