PROFESSIONAL LEGAL SERVICES AGREEMENT ("LSA")

BETWEEN

SAUL EWING ARNSTEIN & LEHR, LLP

AND

THE CHICAGO HOUSING AUTHORITY

(OFFICE OF THE CHIEF LEGAL OFFICER)

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AGREEMENT

THIS PROFESSIONAL LEGAL SERVICES AGREEMENT (hereinafter referred to as "Agreement" or "Contract") is made as of January 22, 2020 by and between the CHICAGO HOUSING AUTHORITY, a municipal corporation (hereinafter referred to as "the CHA"), acting through its Office of the Chief Legal Officer ("Chief Legal Officer") and **SAUL EWING ARNSTEIN & LEHR, LLP** (hereinafter referred to as the "Legal Counsel" or "Contractor").

RECITALS

WHEREAS, the 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 Illinois Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances; and

WHEREAS, the CHA desires to retain Legal Counsel to perform certain legal services including, but not limited to, representation, litigation, researching, drafting, rendering legal opinions and/or advice (collectively, "Legal Services") on an as-needed-basis; and

WHEREAS, the CHA has determined that retention of Legal Counsel is in the best interests of the CHA, and Legal Counsel is ready, willing and able to provide the Legal Services to the full satisfaction of the CHA,

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

ARTICLE 1 INCORPORATION OF RECITALS AND DEFINITIONS

Section 1.01 Incorporation of Recitals

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

Section 1.02 Definitions

"Additional Services" means those services requested in writing by the Chief Legal Officer which are within the general scope of the Legal Services of this Agreement, but beyond the scope of services required pursuant to Section 2.01 and Exhibit I of this Agreement, and any and all services reasonably necessary to complete the Additional Services in accordance with the standard of performance required hereunder.

"Agreement" means this Professional Legal Services 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.

"Authorized Personnel" means those individuals, including, but not limited to, attorneys and paralegals, approved and authorized by the Office of the Chief Legal Officer to perform legal services for and on behalf of the CHA.

"CHA" means the Chicago Housing Authority acting through its Office of the Chief Legal Officer.

"Chief Legal Officer" means the head of the Office of the General Counsel for the CHA.

"Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of Section 2.03 of this Agreement.

"Legal Services" means the services, duties and responsibilities described in Article 2 and Exhibit I of this Agreement and any services/work necessary to complete them or carry them out fully and to the standard of performance required by this Agreement.

"Office of the Chief Legal Officer" means the legal department of the CHA which is entrusted with performing the legal business and coordinating the legal affairs of the CHA.

"Work Product" means all memoranda, pleadings, documents, discovery items, notes, photographs, inspection reports, investigation reports, books, records, computer-generated information, computer-stored information, research, opinions, data, studies, findings and information generated, prepared and/or collected in connection with this Agreement.

ARTICLE 2 LEGAL COUNSEL'S DUTIES AND RESPONSIBILITIES

Section 2.01 Legal Services to be Performed

A. Scope of Legal Services

The Legal Services which Legal Counsel shall provide under this Agreement include, but are not limited to, those described in this Article 2 and the attached Exhibit I which is incorporated by reference as if fully set forth herein. This Scope of Services is intended to be general in nature and is neither a complete description of Legal Counsel's services nor a limitation on the Legal Services which Legal Counsel is to provide under this Agreement. Legal Counsel shall provide the Legal Services in accordance with the standards of performance set forth in Section 2.02 hereof and in accordance with the CHA Outside Counsel Billing Guidelines set forth in Exhibit III, which is attached hereto and incorporated by reference as if fully set forth herein. The specific matter for which Legal Counsel will provide legal services will be identified in a Task Order, in the form set forth in Exhibit VI.

B. Work Products

In carrying out the Legal Services described and set forth in Exhibit I, Legal Counsel shall generate, prepare, collect or provide certain work product including, but not limited to, memoranda, pleadings, documents, discovery items, notes, photographs, inspection reports, investigation reports, books, records, computer-generated information, computer-stored information, research, opinions, data, studies, findings and information generated, prepared and/or collected in connection with this Agreement (collectively "Work Product"). Any and all Work

Product shall be the exclusive property of the CHA and shall not be utilized, sold or shared with any other party except in accordance with specific prior written direction or consent of the CHA or pursuant to discovery procedures or court orders. The CHA reserves the right to reject any and all Work Product which, in the sole judgment of the CHA, does not adequately represent the intended level of completion or standard of performance, does not include relevant information or data, or does not include all documents specified in this Agreement or reasonably necessary for the purposes for which the CHA made this Agreement with Legal Counsel or for which the CHA intends to use the Work Product.

Section 2.02 Standard of Performance

Legal Counsel shall perform all Legal Services required of them under this Agreement with that degree of skill, care and diligence normally shown by Legal Counsel performing services of a scope, purpose and magnitude comparable and similar to the nature of the Legal Services to be provided under this Agreement.

Legal Counsel acknowledges that it is entrusted with or has access to valuable and confidential information and records of the CHA. Legal Counsel shall at all times use its best efforts on behalf of the CHA to ensure timely and satisfactory rendering and completion of Legal Services.

Legal Counsel shall at all times act in the best interests of the CHA consistent with the professional obligations assumed by it in entering into this Agreement.

Section 2.03 Key Personnel

The Key Personnel and/or attorneys and paralegals assigned to perform Legal Services under this Agreement are:

Attorneys:	William T. Eveland	Nancy DePodesta	Christopher S. Naveja
	Danielle LaHee	Elizabeth Thompson	Jason Tremblay
	Kellie Chen	Alexander Reich	Harriet E. Cooperman
	Hal R. Morris		

Paralegals:

No additional Key Personnel or Authorized Personnel shall be added or assigned to provide legal services under this Agreement without the express consent of the Office of the Chief Legal Officer. The CHA will not pay for any legal services performed by Legal Counsel's personnel who are neither listed herein nor subsequently approved by the Office of the Chief Legal Officer.

Section 2.04 Non-Discrimination

Legal Counsel shall comply with the Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1989), as amended.; 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 5/1-101 et seq. as amended; and regulations promulgated in accordance therewith, including but not limited to the Equal Employment Opportunity Clause, Ill. Admin. Code Tit. 44 Section 750 Appendix A, which his attached hereto as Addendum A and incorporated herein by this reference.

Section 2.05 Minority and Women Business Enterprise Commitment & Section 3 Compliance.

A. Legal Counsel hereby agrees to comply with the CHA's Minority Business Enterprise/Women's Business Enterprise/Disadvantaged Business Enterprise ("MBE/WBE/DBE") participation requirements which are attached hereto as Exhibit IV and incorporated by reference as if fully set forth herein provided, however, that the CHA's Chief Executive Officer may waive the MBE/WBE/DBE participation requirements. Legal Counsel shall complete certain MBE/WBE/DBE schedules, which will become a part of Exhibit IV once they are approved by the CHA's Department of Procurement and Contracts.

B. Section 3 – Compliance: The CHA has determined that the contract awarded under this solicitation is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, (Section 3), and Title 24 of Subchapter B, Part 135 – Economic Opportunities for Low- and Very Low-Income Persons, 24 CFR 135.3. Section 3 Compliance requires that any contract or subcontract entered into for the benefit of public housing residents shall require that, to the greatest extent feasible, economic opportunity in the form of training, employment, contracting, and other economic opportunities arising from the expenditure of public housing assistance for housing rehabilitation and housing construction be directed to low- and very low-income persons.

1. Section 3 - Clause

   i. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

   ii. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

   iii. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the

notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

iv. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

v. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

vi. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

2. Section 3 Compliance Goals

i. Contractors and their subcontractors may demonstrate compliance by committing to employ Section 3 residents and by subcontracting with Section 3 business concerns in accordance with the requirements of 24 CFR Part 135.

A Section 3 Business concern is a business concern under HUD Regulations:

(a) 51 percent or more owned by Section 3 residents; or
(b) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
(c) That provides evidence of a commitment to subcontract in excess of 25 present of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (a) or (b) in this definition of "Section 3 business concern."

ii. Contractor and sub-contractors may demonstrate compliance with the requirements for contracting with Section 3 Business Concerns by committing to award to Section 3 Business Concerns at least 10 percent of the total dollar amount of the contract awarded to the contractor for building trades work for maintenance, repair; modernization or development of public housing, or for building trades work arising in connection with housing rehabilitation, housing

construction and other public construction and at least 3 percent of the total dollar amount of all other Section 3 covered contracts.

iii. In evaluating compliance with 24 CFR Part 135, contractors and their subcontractors have the burden of demonstrating to the greatest extent feasible their ability or inability to meet the goals set forth in 24 CFR Part 135 for providing training, employment and contracting opportunities to Section 3 residents and Section 3 business concerns.

iv. Contractors and their subcontractors are also encouraged to provide other economic opportunities to train and employ Section 3 residents including, but not limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies, and hiring Section 3 residents in part-time positions (24 CFR 135.40).

3. Documenting and Reporting

i. Contractor agrees to comply with the above Section 3 requirements in accordance with the Contractor's Section 3 Utilization Plan, which shall be prepared by the Contractor and agreed to by CHA. CHA shall not be required to agree to the Contractor's Utilization Plan until the Contractor meets its burden to establish that it will comply with 24 CFR Part 135 and otherwise comply with CHA's Section 3 Policy (see http://www.thecha.org/pages/Section_3/65.php or the copy included in the solicitation) as may be required. Contractor's Section 3 Utilization Plan is attached hereto as Exhibit IV and is incorporated by reference herein.

ii. The Contractor and its subcontractors shall provide all required compliance data with respect to Contractor's Section 3 requirements to the CHA via CHA's electronic system available at https://cha.diversitycompliance.com/. The Contractor and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates, and shall check the electronic system on a regular basis to manage contact information and contract records. The Contractor shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contact information is current.

4. This Section 3 Contract Provision shall flow down to each subcontract at every tier.

Section 2.06 Ownership of Documents: Records and Reports

A. All memoranda, pleadings, documents, discovery items, notes, photographs, inspection reports, investigation reports, books, records, computer-generated information, computer-stored information, research, opinions, data, studies, reports, findings or information in any form, including Work Product, generated, prepared, assembled or encountered by or provided to the Legal Counsel under this Agreement are the property of the CHA ("CHA Information"). During the performance of the Legal Services, the Legal Counsel shall be responsible for any loss or damage to such CHA Information while in the Legal Counsel's possession and such CHA

Information shall be restored at the expense of the Legal Counsel. If not restorable, the Legal Counsel shall be responsible for any loss suffered by the CHA on account of such destruction.

B. Legal Counsel shall deliver or cause to be delivered any and all Work Product generated or prepared for the CHA under the terms and conditions of this Agreement, to the CHA promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, upon reasonable demand therefor or upon termination or completion of the Legal Services hereunder. Whenever the Chief Legal Officer makes a request for any Work Product, Legal Counsel shall deliver such Work Product without delay despite any ongoing disputes relative to compensation or other matters. In the event of the failure by Legal Counsel to make such delivery upon demand, then and in that event, Legal Counsel shall pay to the CHA any damages, including, but not limited to attorneys' fees and costs, the CHA may sustain due to Legal Counsel's failure to deliver such Work Product. Legal Counsel shall maintain any such records and Work Product provided to the CHA or not demanded by the CHA for a period of five (5) years after the final payment is made and all pending matters are closed in connection with this Agreement.

C. Legal Counsel shall maintain its books, records, documents, and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

D. Legal Counsel and any of Legal Counsel's attorneys shall furnish the Office of the Chief Legal Officer with such information as may be requested relative to the performance and cost of the Legal Services. Legal Counsel shall maintain records showing actual time devoted and costs incurred. Legal Counsel shall keep books, documents, papers, records and accounts in connection with the Legal Services open to an independent audit to be conducted by the CHA or third party, and allow inspection, copying, abstracting and transcriptions and shall make these records available to the CHA and any other interested governmental agency, at reasonable times during the performance of its Legal Services. In addition, Legal Counsel shall retain them in a safe place and make them available for an independent audit to be conducted by the CHA or third party, and allow inspection, copying and abstracting for at least five (5) years after the final payment is made and all pending matters are closed in connection with this Agreement.

E. Legal Counsel shall prepare and submit reports to the CHA as directed by the Chief Legal Officer. To the extent Legal Counsel provides litigation services under this Agreement, Legal Counsel shall provide litigation status reports to the Chief Legal Officer as described in detail in the attached Exhibit III.

Section 2.07 Audit Requirement

The Office of the Chief Legal Officer shall review all invoices for legal services submitted by Legal Counsel. Payment of any invoice by the CHA does not constitute a waiver of the CHA's rights to subsequently question, compromise or request repayment or future credit for any invoice previously paid.

The CHA retains the right to audit, through its staff or independently, all bills or files which are or have been the subject matter of any billing in the past. Such an audit will require Legal Counsel to produce any and all documentation which would support the billing submitted by Legal Counsel. Legal Counsel will produce any individual who has submitted billing on behalf of the firm, as well as any of Legal Counsel's personnel who would have knowledge or information regarding any billing to answer any and all questions regarding the billings. Legal Counsel, subject to these guidelines, acknowledges without protest that the CHA may utilize either its own personnel or personnel from an outside auditing service to perform such audits.

If Legal Counsel is found in non-compliance with these audit requirements, by either the CHA or HUD, Legal Counsel will be required to refund any payments received from the CHA or HUD.

Section 2.08 Confidentiality

Legal Counsel agrees that all CHA Information, including, but not limited to Work Product, reports and documents prepared, assembled or encountered by or provided to Legal Counsel pursuant to this Agreement are to remain confidential ("Confidential Information"). Further, Legal Counsel agrees that without the prior written approval of the CHA, Confidential Information shall not be made available to any individual or organization other than the CHA, except as required pursuant to a discovery procedure, orders of courts of competent jurisdiction or administrative agencies or pursuant to a subpoena. Legal Counsel agrees to HUD requirements on access to records at in 2 C.F.R. Part 200, and in the HUD General Conditions for Non-Construction Contracts (HUD-5370-C) Section 4, to the extent that the attorney-client or attorney work product privileges would not be at risk of being waived.

Section 2.09 Subcontracts and Assignments

Legal Counsel shall not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or pursuant to the express prior written consent of the CHA. The absence of such express prior written approval shall void the attempted assignment, delegation or transfer and such attempted assignment, delegation or transfer shall be of no effect as to the Legal Services or this Agreement. Legal Counsel shall not subcontract with any attorney or sub-consultant without the express prior written consent of the CHA.

Legal Counsel shall not transfer or assign any funds or claims due or which may become due under this Agreement without the express prior written approval of the CHA. The attempted transfer or assignment of any contract funds, either in whole or in part, or any interest therein, which shall be due or to become due to Legal Counsel without such prior written approval shall have no effect upon the CHA. The CHA expressly reserves the right to assign or otherwise transfer all or any part of its rights or interests hereunder.

Section 2.10 Patents and Copyrights

The CHA reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for CHA purposes, including, but not limited to, commercial exploitation: (a) the copyright or patent in any Work Product developed under this

Agreement; and (b) any rights of copyright or patent to which Legal Counsel purchases ownership with the funds awarded pursuant to this Agreement.

However, if HUD determines that the patent or copyright, which is either developed or purchased by Legal Counsel, serves a Federal Government purpose, a royalty-free, nonexclusive and irrevocable license shall vest in HUD.

Any discovery or invention (37 C.F.R. part 401) arising out of, or developed in conjunction with the Legal Services to be performed under this Agreement shall be promptly and fully reported to the CHA to submit to HUD for a determination as to whether patent protection on such invention or discovery should be sought. The rights to such patent shall be administered as set forth above.

Section 2.11 Religious Activities

Legal Counsel agrees that in connection with the Legal Services to be provided to the CHA under this Agreement:

A. It 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;

B. It shall not discriminate against any person applying for employment on the basis of religion and shall not limit such Legal Services or give preference to persons on the basis of religion; and

C. It shall provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such Legal Services.

Section 2.12 Drug-Free Workplace

Legal Counsel shall establish procedures and policies to promote a "Drug-Free Workplace." Further, Legal Counsel shall notify its employees of this policy for maintaining a "Drug-Free Workplace," and the penalties which may be imposed for drug abuse violations occurring in the workplace.

Section 2.13 Submission of Papers and Documents

During the course of litigation and from time to time, Legal Counsel may be required to submit to the Regional Counsel for Region V, U.S. Department of Housing and Urban Development, 77 West Jackson Boulevard, 26th Floor, Chicago, Illinois, or other HUD Counsel designated by the Regional Counsel for Region V, a copy of all pleadings, motions, orders, briefs, legal opinions or memoranda for which fees are charged, as well as a copy of papers and briefs filed by Legal Counsel for other parties.

Section 2.14 Settlements

No settlement offer arising out of litigation shall be made or accepted by Legal Counsel without the prior concurrence of the CHA. Settlements additionally may also require the approval of the CHA Board of Commissioners and HUD.

Section 2.15 Appeals

The CHA or Legal Counsel shall not undertake an appeal or cross-appeal from a judgment without prior concurrence from HUD. A recommendation for, or against, an appeal shall be communicated to the Regional Counsel for Region V, which communication shall set forth the facts, the legal considerations and other arguments upon which the recommendations are based. The last day to file a notice of appeal shall be clearly indicated.

Section 2.16 Compliance with other HUD Requirements

Legal Counsel agrees to comply with applicable HUD requirements, including the Annual Contributions Contract between the CHA and HUD, the HUD Litigation Handbook 1530.1 REV-5, the standard General Conditions of the Contract (Non-Construction), Form HUD-5370-C attached hereto as Exhibit VII.

ARTICLE 3 TERM OF SERVICES

Section 3.01 Term of Agreement

This Agreement shall take effect as of January 22, 2020, and shall continue for a term of two (2) years through January 21, 2022, or until the Legal Services assigned during the two-year term or option term, if any, are completed, whichever is later. However, the Agreement may be terminated in accordance with Sections 7.02 and 7.03.

Section 3.02 Timeliness of Performance

Legal Counsel shall use its best efforts to provide the Legal Services and Work Products within the time limits required under this Agreement as applicable, or from time to time as required by the Chief Legal Officer. Legal Counsel acknowledges that often deadlines for the Legal Services are dictated by the requirements of agencies or events outside the control of the CHA, that failure by Legal Counsel to meet these deadlines may result in economic or other losses to the CHA, and that in those circumstances, **Time Is Of The Essence.**

Section 3.03 Contract Extension Options

The Chief Legal Officer may at any time prior to the expiration of this Agreement elect to extend this Agreement subject to HUD approval up to a one (1) year period under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to the Legal Counsel.

The Chief Legal Officer may grant extensions to Legal Counsel for a total not to exceed one (1) consecutive year. The Agreement shall be modified to reflect the time extension in accordance with the provisions of Section 9.03 hereof.

ARTICLE 4 COMPENSATION AND FUNDING

Section 4.01 Basis and Method of Payment

A. The basis of payment for the satisfactory performance of the Legal Services required hereunder shall be reasonable attorney's fees at not more than the hourly rate(s) set forth

in the Hourly Rate Schedule or Flat Rate Fee attached hereto as Exhibit II and incorporated by reference as if fully set forth herein. Legal Services will be assigned and performed by a Task Order to this Agreement in accordance with the provisions of Section 9.03 hereof. A Task Order for Legal Services shall not exceed $200,000.00 and if payment of attorneys' fees and costs for said Task Order exceeds $200,000.00, the increase must be approved by the CHA Board of Commissioners and HUD prior to payment.

B. Legal Counsel will be paid based on hours actually worked at not more than the agreed rate(s) set forth in Exhibit II. As a condition precedent for any payment to Legal Counsel under this Agreement, Legal Counsel shall submit to the CHA a statement of account which clearly sets forth at least the following information by dates (month, day, year): (1) the full name and number of the matter; (2) a detailed description of legal work performed; (3) the full name of the individual(s) who performed the work; (4) the amount of time billed to the tenth of an hour and appropriately charged for each described legal service/activity; and (5) the total number of hours charged under each rate for each attorney or paralegal.

Section 4.02 Funding, Budgets and Reimbursable Expenses

A. Pursuant to the CHA Outside Counsel Billing Guidelines, Legal Counsel shall prepare a legal services budget and submit the budget to the Chief Legal Officer. Legal Counsel is also required to prepare revisions of the legal services budget, as needed.

B. As detailed in the CHA Outside Counsel Billing Guidelines, Legal Counsel will be reimbursed for necessary out-of-pocket expenses such as filing costs, witness fees, printing and copying costs and similar expenses relating to the Legal Services, provided that such expenses shall not include Legal Counsel's normal office operating expenses.

Section 4.03 Non-Appropriation

Funding for this Agreement is subject to (1) availability of Federal funds from HUD, (2) the approval of funding by the CHA Board of Commissioners and the HUD Office of Regional Counsel, and (3) the Legal Counsel's satisfactory performance of the Legal Services. Furthermore, in the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the CHA for payments to be made under this Agreement, then the CHA may notify Legal Counsel 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. No payments shall be made to Legal Counsel under this Agreement beyond those amounts appropriated and budgeted by the CHA to fund payments hereunder. To the extent this Agreement is terminated due to the non-appropriation of funds, Legal Counsel shall turn over all Work Product to the Chief Legal Officer.

ARTICLE 5 DISPUTES

Except as otherwise provided in this Agreement, either Legal Counsel or the Chief Legal Officer shall bring any dispute concerning a question of fact arising under this Agreement which is not resolved to the CHA's Director of Procurement and Contracts for decision upon written submissions of the parties. The Director of Procurement and Contracts shall reduce his or her decision to writing and mail or otherwise furnish a copy of his decision to Legal Counsel. The decision of the Director of Procurement and Contracts shall be final and binding.

ARTICLE 6 RISK MANAGEMENT

Section 6.01 Insurance

Legal Counsel shall procure and maintain professional liability insurance in the amount of at least $2,000,000.00 to protect the CHA from the acts, omissions and negligence of Legal Counsel, its partners, attorneys, agents, or employees. Legal Counsel will provide CHA on an annual basis Certificates of Insurance for the required insurance coverage. In addition, Legal Counsel shall notify the CHA of any change(s) in such insurance coverage, and hereby agrees to authorize its insurer to notify the CHA upon the occurrence of any material change(s) in coverage, including but not limited to, cancellation, non-renewal, reduction in coverage, or receipt of a claim against such policy or coverage with a potential recovery in excess of twenty (20%) percent of the amount of available coverage.

Legal Counsel shall require all attorney subcontractors to carry the insurance required in the amount required herein or the Legal Counsel 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 this Agreement.

Legal Counsel expressly understands and agrees that, whenever the Legal Counsel is covered by other primary, excess, or excess contingent insurance, any insurance or self-insurance programs maintained by the CHA shall apply in excess thereto and shall not contribute to insurance provided by Legal Counsel under this Agreement.

ARTICLE 7 EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION

Section 7.01 Events of Default Defined

The following shall constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Legal Counsel to the CHA.

B. Legal Counsel's material failure to perform any of its obligations under this Agreement including, but not limited to, the following:

1. Failure to perform the Legal Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Legal Services or due to a reason or circumstances within Legal Counsel's reasonable control;

2. Failure to perform the Legal Services in a manner satisfactory to the CHA, or inability to perform the Legal Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

3. Failure to promptly re-perform within a reasonable time Legal Services/Work Product that were rejected as erroneous or unsatisfactory;

4. Discontinuance of the Legal Services for reasons or circumstances within Legal Counsel's reasonable control;

5. Failure to comply with a material term of this Agreement, including, but not limited to, the provisions concerning compliance with HUD regulations, insurance and nondiscrimination;

6. Failure to follow status reporting and budgeting requirements of the Chief Legal Officer;

7. Any other acts specifically and expressly stated in this Agreement as constituting an event of default; and

8. Failure to have and maintain the required licenses and certifications.

C. Any change in ownership or control of Legal Counsel without the prior approval of the Chief Legal Officer, which shall not be unreasonably withheld.

D. Legal Counsel's default under any other agreement it may presently have or may enter into with the CHA during the term of this Agreement. Legal Counsel acknowledges and agrees that, in the event of a default under this Agreement, the CHA may also declare a default under any such other agreements.

Section 7.02 Remedies

The occurrence of any event of default as described in Section 7.01 hereof which Legal Counsel has failed to cure within thirty (30) business days after receipt of notice given in accordance with the terms of this Agreement and specifying the event of default or, if such event of default cannot be reasonably cured within thirty (30) business days after notice, or if Legal Counsel has failed, in the sole opinion of the CHA, to commence and continue diligent efforts to cure, the CHA may, at its sole option, declare Legal Counsel in default. Whether to declare Legal Counsel in default is within the sole discretion of the Chief Legal Officer and neither that decision nor the factual basis for it is subject to review or challenge under the disputes provision of this Agreement. Written notification of the default, and any intention of the CHA to terminate the Agreement, shall be provided to Legal Counsel and such decision shall be final and effective upon Legal Counsel's receipt of such notice pursuant to Article 10. Upon giving such notice, the CHA may invoke any or all of the following remedies:

A. The right to take over and complete the Legal Services or any part thereof as agent for and at the cost of Legal Counsel, either directly or through others. Legal Counsel shall have, in such event, the right to offset from such cost the amount it would have cost the CHA under the terms and conditions of this Agreement, had Legal Counsel completed the Legal Services;

B. The right to terminate this Agreement as to any or all of the Legal Services yet to be performed effective at a time specified by the CHA;

C. Any appropriate equitable remedy;

D. The right to money damages, including but not limited to attorney's fees and costs;

E. The right to withhold all or any part of Legal Counsel's compensation hereunder; and,

F. The right to deem Legal Counsel non-responsible for future contracts to be awarded by the CHA.

If the CHA considers it to be in its best interests, it may elect not to declare default or to terminate the Agreement hereunder. The parties acknowledge that this provision is solely for the benefit of the CHA and that if the CHA permits Legal Counsel to continue to provide the Legal Services despite one or more events of default, Legal Counsel shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the CHA waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or failure to exercise any right or power accruing upon any event of default shall impair any such right or power nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.03 Termination for Convenience

The CHA may terminate this Agreement, or all or any portion of the Legal Services to be performed under it, at any time by a notice in writing from the CHA to Legal Counsel when the CHA deems the Agreement to be no longer in the best interests of the CHA. If the CHA elects to terminate the Agreement in full, all Legal Services to be provided hereunder shall cease upon the effective date stated in the notice, or if no date is stated in the notice, then the termination date shall be effective ten (10) days after the date the notice is received. Any notice shall be given in accordance with Article 10 of this Agreement.

If the CHA's election to terminate this Agreement for default pursuant to Section 7.02 hereof is determined in a court of competent jurisdiction to have been wrongful, then, in that case, the termination shall be deemed to be a termination for convenience pursuant to this Section 7.03.

Section 7.04 Suspension

The CHA may at any time request that Legal Counsel suspend its Legal Services, or any part thereof, by giving ten (10) days prior written notice to Legal Counsel or immediately in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. Legal Counsel shall promptly resume its performance of such Legal Services under the same terms and conditions as stated herein upon written notice by the Chief Legal Officer and such equitable extension of time as may be mutually agreed upon by the Chief Legal Officer and Legal Counsel when necessary for continuation or completion of the Legal Services.

No suspension of this Agreement shall in the aggregate exceed a period of forty-five (45) days within any one contract year. If the total number of days of suspension exceeds forty-five (45) days, Legal Counsel shall treat such suspension as a termination for convenience upon written notice by the CHA pursuant to Section 7.03 of this Agreement.

Section 7.05 No Damages for Delay

Legal Counsel agrees that it shall make no claims against the CHA for damages, services charges, additional costs or fees incurred by reason of delays or hindrances by the CHA in the performance of Legal Counsel's obligations under this Agreement.

ARTICLE 8 SPECIAL CONDITIONS

Section 8.01 Warranties and Representations

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

A. That it is financially solvent; that it and each of its partners, attorneys, employees, agents, subcontractors of any tier are competent to perform the Legal Services required under this Agreement; and that Legal Counsel is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein;

B. That no officer, agent or employee of the CHA is employed by Legal Counsel 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 Board of Commissioners and the HUD Office of Regional Counsel and that no payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of Legal Counsel to any CHA employee or on behalf of any sub-consultants to Legal Counsel or higher tier sub-consultants or anyone associated therewith, as an inducement for the award of this contract or a subcontract or Task Order; and Legal Counsel 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 Legal Counsel shall not use the services of any ineligible (debarred or suspended) attorney or consultant for any purpose in the performance of its Legal Services under this Agreement; and

D. That Legal Counsel and its attorneys and sub-consultants are not in default at the time of the execution of this Agreement, or deemed by the Chief Legal Officer to have, within five (5) years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the CHA;

E. That Legal Counsel has carefully examined and analyzed the provisions and requirements of this Agreement; that it understands the nature of the Legal Services required; that from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement, the general and special conditions, and all other matters which in any way may affect this Agreement or its performance; and that the time available to it for such examination, analysis, and preparation was adequate;

F. That the Agreement is feasible of performance in accordance with all of its provisions and requirements and that Legal Counsel can and shall perform, or cause to be performed, the Legal Services in strict accordance with the provisions and requirements of this Agreement;

G. 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 officers, agents or employees, has induced Legal Counsel to enter into this Agreement or has been relied upon by Legal Counsel;

H. That Legal Counsel, its partners and attorneys are in good standing with the Illinois Attorney Registration and Disciplinary Board;

I. That Legal Counsel acknowledges that the CHA, in its selection of the Legal Counsel to perform the Legal Services hereunder, materially relied upon the Legal Counsel's proposal, that the aforesaid information was accurate at the time it was made, that no material changes to that proposal have been nor will be made without the express consent of the CHA;

J. That Legal Counsel understands and agrees that any certification, affidavit or acknowledgement made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination to this Agreement;

K. That Legal Counsel, its partners and attorneys, are not in violation of the provisions of U.S.C. Sec. 666 (a)(1) and the Illinois Criminal Code, 720 ILCS 5/33E-6 et seq., as amended respectively; and

L. That Legal Counsel shall act in accordance with the CHA's Ethics Policy, as amended from time to time.

Section 8.02 Joint and Several Liability

In the event that Legal Counsel, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), each and every obligation or undertaking herein stated to be fulfilled or performed by the Legal Counsel shall be the joint and several obligation or undertaking of each such individual or other legal entity.

Section 8.03 Business Documents and Contractor's Affidavit

To the extent applicable, Legal Counsel shall provide upon CHA request copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreements, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registration as a sole proprietor or registrations of assumed names or limited partnerships.

Legal Counsel shall execute a Contractor's Affidavit before a notary public, and the Contractor's Affidavit shall be attached hereto as Exhibit V and incorporated by reference as if fully set forth herein.

Section 8.04 Conflict of Interest and Anti-Lobbying

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 Legal 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 executive or senior staff or employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

B. Legal Counsel covenants that its partners, attorneys and employees, or sub-consultants, 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 Legal Services hereunder. Legal Counsel further covenants that in the performance of this Agreement no person having any such interest shall be employed. Legal Counsel will insure that it and persons working on its behalf do not undertake any representation or other relationship that places Legal Counsel or the CHA in an actual or potential conflict of interest with any other individual or entity. Legal Counsel will advise the CHA in writing of any situation or representation that constitutes or appears to constitute an actual or potential conflict of interest immediately upon learning of such a situation or representation and will inform the CHA in writing of corrective courses of action available. Legal Counsel agrees to request a waiver of the conflict of interest from the Chief Legal Officer. Legal Counsel must fully detail the nature of the conflict of interest. Any waiver of the conflict of interest from the Chief Legal Officer must be in writing. Legal Counsel agrees that if the CHA determines that any of the Legal Counsel's legal services for others conflict with the Legal Services to be rendered under this Agreement, Legal Counsel shall terminate such other services immediately.

C. Additionally, pursuant to the conflict of interest requirements in OMB Circular A-102 and 2 CFR sec. 200.318(c)(1), no person who is an employee, agent, consultant, officer, or appointed official of the 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 itself or for those whom it has family or business ties, during his or her tenure with the CHA or for one year thereafter.

D. Furthermore, Legal Counsel 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. Sub-Section 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended.

Section 8.05 Non-Liability of Public Officials

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

Section 8.06 Independent Contractor

Legal Counsel shall perform under this Agreement as an independent contractor to the CHA and not as a representative, employee, agent, or partner of the CHA.

Section 8.07 Annual Contributions Contract

Notwithstanding any provision contained herein to the contrary, the CHA and Legal Counsel hereby certify that Legal Counsel's Legal Services shall be performed in accordance with the provisions of the Annual Contributions Contract between HUD and the 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 with respect to the subject matter hereof and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement.

Section 9.02 Counterparts

This Agreement is 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, Task Orders and Approvals

A. No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of Legal Counsel and by either the Chief Legal Officer or the Chief Executive Officer of the CHA or their respective designees. The CHA shall incur no liability for additional Legal Services without a prior written amendment to this Agreement.

B. Legal Services will be assigned and performed pursuant to a Task Order to this Agreement. The CHA shall not incur any liability for Legal Services without a prior written Task Order to this Agreement pursuant to this section. No Task Order to this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of Legal Counsel and by the Chief Legal Officer of the CHA or their respective successors and assigns. A Task Order for Legal Services shall not exceed $200,000.00 unless authorized in writing.

C. Whenever in this Agreement, Legal Counsel is required to obtain prior written approval, the effect of any approval that may be granted 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 requested.

D. In the event Legal Counsel is handling an existing CHA matter pursuant to a previous Agreement and Task Order, upon the execution of the new Agreement, that matter may be assigned and performed pursuant to the new Agreement and to a new Task Order.

Section 9.04 Compliance with All Laws

The Legal Counsel shall at all times observe and comply with all applicable laws, ordinances, rules, regulations (including but not limited to HUD 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. Provisions(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 provision(s) prevent the enforcement of this Agreement or such provision(s).

In furtherance (but not in limitation) of the immediately preceding paragraph, the Legal Counsel shall at all times observe and comply with, as applicable, the Uniform Administrative Requirements contained in 24 C.F.R. 200 et seq. (including but not limited to the provisions included in Appendix II to Part 200 referenced in 24 C.F.R. 200.326) incorporated into and made a part of this Agreement by this reference), as amended; Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), as amended; the Fair Housing Act (42 U.S.C. 3601 et seq.), as amended; Exec. Order No. 11,063 (27 Fed. Reg. 11,527 (1962)), as amended by Exec. Order No. 12,259 (46 Fed. Reg. 1,253 (1980)); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), as amended; the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; the Davis-Bacon Act (40 U.S.C. 276a et seq.), as supplemented by Department of Labor regulations (29 C.F.R. Part 5), each as amended; the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), as supplemented by Department of Labor regulations (29 C.F.R. Part 5), each as amended; the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.), as amended; the Clean Air Act (42 U.S.C. 7401 et seq.), as amended; the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended; Exec. Order No. 11,246 (30 Fed. Reg. 12,319 (1965)), Exec. Order Nos. 12,086 (43 Fed. Reg. 46,501 (1978)) and 11,375 (32 Fed. Reg. 14,303 (1967)); Exec. Order No. 12,372 (47 Fed. Reg. 30,959 (1982)); the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations (29 C.F.R. Part 3), each as amended; the Byrd "Anti-Lobbying" Amendment (31 U.S.C. 1352), as amended; Exec. Orders 12,549 (51 Fed. Reg. 6,370-71 (1986)) and 12,689 (54 Fed. Reg. 34,131 (1989) and the Mandatory Standards and Policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). Additionally, the Legal Counsel 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.

The Legal Counsel 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. Legal Counsel 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. Legal Counsel agrees that service of process on Legal Counsel 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 Legal Counsel or by personal delivery on any officer, director, or managing or general agent of Legal Counsel. 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 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. 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

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

Section 9.10 Miscellaneous Provisions

Whenever, under this Agreement, the CHA by a proper authority waives Legal Counsel's performance in any respect or waives a requirement or condition to either the CHA's or Legal Counsel's 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 the 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 Legal Counsel and CHA shall be to the Office of the Chief Legal Officer. No verbal communication between the parties shall change any of the terms and conditions of this Agreement.

Section 10.02 Notices

Any notices sent to Legal Counsel shall be mailed by U.S. mail, postage prepaid to:

Mr. William T. Eveland, Partner
Saul Ewing Arnstein & Lehr, LLP
161 North Clark Street, Suite 4200
Chicago, Illinois 60601

Notices sent to the CHA shall be mailed by U.S. mail, postage prepaid to:

Office of the Chief Legal Officer
Chicago Housing Authority
60 East Van Buren, 12th Floor
Chicago, Illinois 60605
Attention: Chief Legal Officer

ARTICLE 11 AUTHORITY

Section 11.01 CHA's Authority

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

Section 11.02 Conflicts

In the event of any conflict between the provisions of this Agreement and the regulations and/or policies of HUD, then the regulations and/or policies of HUD shall control.

Section 11.03 Legal Counsel's Authority

To the extent applicable, execution of this Agreement by Legal Counsel is authorized by a resolution of its Management Committee, if a professional corporation, and the signature(s) of each person signing on behalf of Legal Counsel have been made with complete and full authority to commit Legal Counsel to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached hereto and incorporated by reference herein.

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

CHICAGO HOUSING AUTHORITY

DocuSigned by:
By: Sheila Johnson
02DBAECEE536465
Sheila Johnson
Deputy Chief Procurement Officer

SAUL EWING ARNSTEIN & LEHR, LLP

By: _____
(Its Partner or Authorized Officer)

DATE: 02/28/2020

FEIN NO: [redacted]

Approved as to form and legality for Chicago Housing Authority purposes only:

CHICAGO HOUSING AUTHORITY
Office of the Chief Legal Officer

By: _____
Cheryl J. Colston
Chief Legal Officer