

**PROFESSIONAL  
SERVICES AGREEMENT**

**BETWEEN**

**DAVID HORNE, LLC**

**AND**

**THE CHICAGO HOUSING AUTHORITY**

**AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** (hereinafter, the "Agreement") is entered into and effective as of this 1<sup>st</sup> day of July, 2017 by and between the **CHICAGO HOUSING AUTHORITY** (the "CHA"), a municipal corporation organized under the Illinois Housing Authorities Act, 310 ILCS 10/1 et seq., with offices at 60 E. Van Buren St., Chicago, Illinois and **DAVID HORNE, LLC** (the "Contractor"), a District of Columbia, Limited Liability Company with offices at 4308 Brandywine Street, NW, Washington, D.C., 20016.

The CHA and Contractor agree as follows:

1. Scope of Services

Starting July 1, Horne shall provide support, consulting, and liaison services in Washington, D.C. for CHA as follows:

- Provide various support, consulting, and liaison services as it relates to legislation affecting housing, including affordable housing and CHA. Specifically, this will include communication and education on the behalf of CHA as directed by and in coordination CHA executives and support staff members.
- Arranging communication, education and interfacing with Federal Executive Branch agencies on issues relating to CHA's housing agenda.
- Schedule various meetings for CHA executives, including meetings with the most senior staff at HUD and Members of Congress.
- Provide other consulting and liaison services as deemed necessary.
- Provide strategic advice and counseling for specific issues within HUD, including MTW issues.
- Monitor and strategize on all efforts related to federal legislation affecting CHA.

No part of these services shall include legislative advocacy.

2. Key Personnel

David Horne shall be responsible for supervising Contractor's personnel and directing the Services to be performed during the term of the Agreement, which personnel may include Melody Fennel.

3. Non-Discrimination

Contractor shall comply with all applicable federal, state and local non-discrimination laws, rules, regulations and ordinances including, but not limited to, The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq., Age Discrimination Act, 42 U.S.C. sec. 6101-6106, Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794; Fair Housing Amendments Act, 42 U.S.C. Sec. 3601 et seq.; Americans with Disabilities Act of 1990, 42 U.S.C. 12101 and 41 C.F.R. Part 60 et seq.; Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including but not limited to the Equal Employment Opportunity Clause, 111. Admin. Code Tit. 44 section 750 Appendix A, which is attached hereto as Exhibit I and incorporated by reference herein; Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.; Chicago Human Rights ordinance, s2-160-010 et seq., of the Municipal Code of Chicago, and the Chicago Fair Housing Regulations, s5-8-010 et seq., of the Municipal

Code of Chicago. In addition, Contractor must furnish such reports and information as requested by the Chicago Commission on Human Relations.

4. Ownership of Work Product, Documents, Records and Reports

- A. Contractor acknowledges that all Deliverables in any form including but not limited to, work papers, reports, spreadsheets, data, data-bases, documentation, training materials, drawings, photographs, film and all negatives, software, tapes and the masters thereof, prototypes, and other material, or other work product generated and assembled either in hard copy or on diskette, pursuant to the work contracted for by the CHA (hereinafter, "Work Product") will belong solely to the CHA and the Contractor will retain no rights therein. The Work Product is conclusively deemed by the parties as "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (hereinafter, "the Act"), and the CHA will be the copyright owner thereof and of all aspects, elements and components thereof in which copyright can subsist.
- B. The Contractor shall deliver or cause to be delivered all Work Product and/or CHA Documents, including, but not limited to, all Deliverables prepared for the CHA under the Agreement, to the CHA promptly in accordance with the time limits prescribed in the Agreement, or if no time limit is specified, then upon reasonable demand thereof or upon termination or completion of the Contractor's Services or expiration of the Agreement hereunder
- C. The Contractor shall maintain all CHA Documents not previously delivered to the CHA for a period of three (3) years after final payment made in connection with the Agreement.
- D. The provisions of this Section shall survive the expiration or termination of the Agreement.

5. Records and Audit Requirement

The Contractor shall maintain its books, records, documents, and other materials related to the performance of the Agreement for a period of three (3) years following the expiration or termination of the Agreement and after final payment has been made and all other pending matters are closed. The CHA retains an irrevocable right to independently or, through a third party, audit the Contractor's books and records pertaining to this Agreement and disallow any inappropriate billings upon written notice to the Contractor. In the event of a disallowance, the Contractor shall refund the amount disallowed to the CHA.

6. Subcontracts and Assignments

Unless otherwise provided for herein, the Contractor shall not subcontract, assign otherwise delegate or otherwise transfer all or any part of its obligations under this Agreement or any part hereof without the prior written approval of the CHA.

7. 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.

8. Term of Agreement

The initial term of this Agreement is for a duration of one (1) year, for the period of July 1, 2017 through June 30, 2018 (the "Base Term").

9. Contract Extension Option

The CHA, at its sole discretion, may extend this Agreement for an additional 1-year option period, subject to CHA Board approval, if required. Any extension shall be under the same terms and conditions as this original Agreement.

10. Compensation

In consideration of the Contractor's complete and satisfactory performance and provision of the Services and related activities herein, the CHA shall pay the Contractor compensation on a firm-fixed rate basis, which shall be subject to monthly compensation in an amount not to exceed Eight Thousand and 00/100 Dollars (\$8,000.00), and a total compensation amount not-to-exceed Ninety-Six Thousand and 00/100 Dollars (\$96,000.00) (hereinafter the "Total Compensation").

The Contractor agrees not to perform, and waives any and all claims for payment of work, materials, expenses, resources or other claims which would result in billings beyond this amount. It is mutually understood and agreed by the parties that the above agreed upon Total Compensation amount is the only compensation provided for in this Agreement for Services and there will be no additional, costs, fees or other type of profit allowable or paid under this Agreement without an express written amendment to the Agreement authorizing said additional work or expenses.

11. Payment

The Contractor shall submit an invoice to the CHA within ten (10) business days after the end of each month during which any Services are performed and completed by Contractor, and accepted by the CHA. Each invoice shall contain back-up information as required by the CHA, including but not limited to, a brief description of the Services provided and completed during the invoice period. CHA reserves the right to reject any invoice which fails to adequately describe the Services rendered by the Contractor during the invoice period. 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.

12. Default & Remedies

Each of the following shall constitute an event of default:

(1) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the CHA, (2) Contractor's failure to perform any of its obligations under this Agreement including, but not limited to, failure to meet

any of the performance standards set forth in this Agreement; (3) Contractor's inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors; (4) Contractor's failure to comply with a material term of this Agreement, including, but not limited to, the provisions concerning insurance and nondiscrimination; or (5) any other acts specifically and expressly stated in this Agreement as constituting an event of default; and (6) any change in majority ownership or majority control of the Contractor without the prior written approval of the CHA, which written approval shall not be unreasonably withheld.

The occurrence of any event of default which the Contractor fails to cure within thirty (30) calendar days after receipt of written 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) calendar days after notice, or if the Contractor has failed to commence and continue diligent efforts to cure such default within thirty (30) days, the CHA may, at its sole option, declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the CHA 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 the Contractor and such decision shall be final and effective upon the Contractor's receipt of such notice pursuant to this Agreement. Upon the giving of such notice, the CHA may invoke any or all of the following remedies, including the right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the CHA; pursue any and all remedies, legal and/or equitable, available to the CHA; or deem Contractor non-responsible in future contracts to be awarded by the CHA. 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.

### 13. Termination for Convenience

The CHA may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by written notice from the CHA to Contractor when the Agreement may be deemed to be no longer in the best interests of the CHA. If the CHA elects to terminate the Agreement in full, all Services to be performed hereunder shall cease effective ten (10) calendar days after the date written notice has been provided. The Contractor shall continue to render the services until the effective date of termination. No cost incurred by the Contractor after the effective date of termination shall be allowed.

### 14 Disclosure of Information

During the term of this Agreement, Contractor and its employees, agents, servants and subcontractors will be exposed to information which may be confidential and proprietary to the CHA. This information includes, but is not limited to, trade secrets, financial information and exposure to entities with which CHA has a contractual relationship. The Contractor shall not, other than in the scope of services to be provided pursuant to this Agreement either during the term of this Agreement or at any time thereafter, use for his or her own benefit, or for the benefit of any other person, or to the detriment of the CHA, or disclose to any person, firm or corporation, any secret, private, or confidential information or other proprietary knowledge of and concerning the business or affairs of the CHA which the Contractor may have acquired in the course of, or as incident to, performance under the terms of this Agreement.

15. Warranties, Representations and Covenants

The Contractor warrants and represents to CHA:

- A. That Contractor 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 the Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid hereunder, except as may be permitted in writing by the CHA and HUD, and that no payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of the Contractor to any employee of the CHA; and the Contractor further acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions set forth herein shall be voidable as to the CHA.
- C. The Contractor hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with Certain Federal Transaction(s) and Covered Federal Action(s), including, without limitation, those federal actions described and defined in 48 CFR 52-203-11, et seq., 31 U.S.C. Subsection 1352, and related rules and regulation set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended, and their reasonable equivalents defined under other federal law(s) and regulation(s) If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the CHA or Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants.

16. Indemnification Clause

The Contractor expressly understands and agrees that the requirements set forth in this Agreement further obligate Contractor to protect, defend, indemnify, keep, save and hold the CHA free and harmless from negligent acts or omissions by the Contractor, or its employees, agents or subcontractors regarding Contractor's performance pursuant to this Agreement. Further, these requirements 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. This obligation shall survive termination of this Agreement.

17. Business Documents and Contractor's Affidavit

The Contractor shall provide to the CHA, upon request, evidence of its authority to conduct business in the District of Columbia, including without limitation, registrations of entity, registered d/b/a status or assumed names and certification(s) of good standing with the Secretary of State of the Relevant jurisdiction relating to the place of performance of the Services. The Contractor's Affidavit is attached hereto as Exhibit II.

18. Conflict of Interest

- A. No member of the governing body of the CHA or other units of government and no other officer, employee, or agent of the CHA or other unit of government who exercises any

functions or responsibilities in connection with the Services to which this Agreement pertains, shall have any 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 or CHA employee shall be entitled to any share or part of this Agreement or to any financial benefit to arise from it.

- B. The Contractor covenants that it and its employees, or sub-contractors, 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. The Contractor further covenants that during the performance of this Agreement, no person having any such interest shall be employed.
- C. Additionally, 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 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 hereunder, 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.
- D. Furthermore, the Contractor represents that it currently 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.

19. Independent Contractor

The Contractor and the CHA recognize that Contractor is an independent contractor and not an employee, agent, partner, joint venturer, covenantor, or representative of the CHA and that CHA will not incur any liability as the result of Contractor's actions. CHA shall not extend or provide insurance coverage of any kind, including, but not limited to worker's compensation, commercial general liability, automobile liability, professional liability and excess liability, to or on behalf of Contractor. Contractor and its employees, representatives, and agents shall at all times represent and disclose that they are independent contractors of the CHA and shall not represent to any third party that they are an employee, agent, covenantor, or representative of the CHA.

20. Entire Agreement

This Agreement and the Exhibits attached hereto shall constitute the entire agreement between the parties hereto relating to the subject matter. In the event of a conflict between the Agreement and any Exhibits that have been incorporated by reference, the terms of the Agreement shall control. No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by both parties to this Agreement. The CHA shall incur no liability for additional Services without a written amendment to this Agreement pursuant to this Section.

21. Compliance with All Laws and Regulations

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulation 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.

22. Jurisdiction

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. The Contractor hereby irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. If the Contractor brings any action against the CHA concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

23. Insurance

The Contractor agrees to comply with and meet or exceed all of CHA's insurance requirements that are set forth in Exhibit III, which is attached hereto and incorporated by reference herein as if fully set forth herein.

24. Notices

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

David L, Horne, LLC  
4308 Brandywine Street, N.W.  
Washington, D.C. 20016  
Attention: David L. Horne

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

Chicago Housing Authority  
60 E. Van Buren St., 12<sup>th</sup> Floor  
Chicago, Illinois 60605  
Attention: Chief Executive Officer

Copy to Chicago Housing Authority  
60 E. Van Buren St., 12<sup>th</sup> Floor  
Chicago, Illinois 60605  
Attention: Chief Legal Officer

**[Signature Page Follows]**

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

**CHICAGO HOUSING AUTHORITY**

By: *Dionna Brookens*  
Dionna Brookens  
Chief Procurement Officer

**DAVID HORNE, LLC**

By: *David J. Horne*  
Print Name: DAVID HORNE  
Title: PRESIDENT

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

By: *[Signature]*  
Title: Chief Legal Officer