

CONTRACT NO. 11518

SERVICES AGREEMENT

BETWEEN

ADDISON PROFESSIONAL

FINANCIAL SEARCH, LLC

AND

THE CHICAGO HOUSING AUTHORITY

**(COOPERATIVE PURCHASING THROUGH
LOCAL AGENCY PARTICIPATION)**

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SERVICES AGREEMENT

THIS SERVICES AGREEMENT (hereinafter, the "Agreement") is entered into effective as of the 1st day of September, 2014, by and between the **CHICAGO HOUSING AUTHORITY** (the "CHA"), an Illinois municipal corporation organized under the Illinois Housing Authority Act 310 ILCS 10/1 et seq., with offices at 60 E. Van Buren St., Chicago, Illinois and Addison Professional Financial Search, LLC (the "Vendor"), a Delaware limited liability company authorized to conduct business within the State of Illinois and with offices at 125 S. Wacker Drive, 27th Floor, Chicago, Illinois.

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 U.S.C. §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;

WHEREAS, the Vendor entered into that certain Services Agreement (the "CPS Agreement") with the Board of Education of the City of Chicago (commonly known as and referred to herein as "CPS") first effective on or about August 1, 2013, for the provision of staffing and placement services, which was procured pursuant to an open and competitive solicitation and award by CPS, which included participation rights for CPS' Sister Agencies to participate in and utilize Vendor's services subject to certain conditions and limitations;

WHEREAS, the CHA and the Vendor desire to enter into this Agreement to facilitate the provision of Services by the Vendor to the CHA upon the same generally prevailing terms, conditions and prices as established in the CPS Agreement; and

WHEREAS, the CHA and the Vendor also desire to fulfill their respective rights and obligations under this Agreement by modifying certain clauses of the CPS Agreement to achieve the appropriate reach, application and interpretation of the applicable terms and conditions to CHA and Vendor without affecting in any way the rights or obligations of either CPS or the Vendor under the CPS Agreement;

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

ARTICLE 1. INCORPORATION OF RECITALS AND CPS AGREEMENT; EFFECTS OF MODIFICATIONS AND PRECEDENCE

Section 1.1 Incorporation of Recitals

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

Section 1.2 Incorporation of and Modifications to the CPS Agreement

For the purposes of this Agreement and without otherwise affecting the terms, conditions or duration of the CPS Agreement, or the rights and obligations of the respective parties to that certain CPS Agreement, the CHA and Vendor agree that the general terms and provisions of the CPS Agreement are incorporated by reference as if fully set forth herein, except for those provisions which are specifically modified and/or superseded by the terms and conditions below. As required under the CPS Agreement, this Agreement shall have no effect (adverse or otherwise) upon the validity, duration or operation of the CPS Agreement, and once duly executed shall stand upon its own notwithstanding the continuing effectiveness, performance or pendency of the CPS Agreement. Furthermore, to fully effectuate the independent performance, operation and administration of this Agreement as a wholly separate agreement from the CPS Agreement, this Agreement shall be construed by the CHA and the Vendor, and by any court, tribunal or other entity charged with enforcement or interpretation of this Agreement. In the event of any actual, apparent or latent conflict between the terms of this Agreement and the CPS Agreement, the terms and conditions of this Agreement shall prevail.

All rights and duties generally applicable to or reserved to CPS under the CPS Agreement shall likewise be vested in the CHA for purposes of this Agreement. Furthermore, all rights and duties generally applicable to or reserved to the Vendor under the CPS Agreement shall likewise be vested in the Vendor for purposes of this Agreement. Additionally, any provisions of the CPS Agreement which refer to the designated addresses for communications or notices shall apply to the CHA and the Vendor for purposes of this Agreement

ARTICLE 2. CONTRACTOR'S DUTIES AND RESPONSIBILITIES

Section 2.1 Services to be Performed

RESERVED.

Section 2.2 Non-Discrimination

Vendor shall comply with all federal, state and local non-discrimination laws, rules, regulations and ordinances including, but not limited to, The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1989), as amended, and all regulations promulgated thereto. Vendor shall particularly remain in compliance at all times with: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000 (e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 6101-6106 (1989); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Fair Housing Amendments Act, 42 U.S.C. Sec. 3601 et seq., (1988); Americans with Disabilities Act of 1990, 42 U.S.C. 12101 and 41 C.F.R. Part 60 et seq., (1990). Illinois Human Rights Act, 775 ILCS 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 is attached hereto as Exhibit II and incorporated by reference herein; Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. Chicago Human Rights ordinance, s2-160-010 et seq., of the Municipal Code of Chicago, as amended; and the Chicago Fair Housing Regulations, s5-8-010 et seq., of the Municipal Code of Chicago, as amended. In addition, Vendor must furnish such

reports and information as requested by the Chicago Commission on Human Relations.

Section 2.3 Section 3 and MBE/WBE/DBE Participation and Requirements

RESERVED.

Section 2.4 HUD's General Conditions for Non-Construction Contracts

HUD's General Conditions for Non-Construction Contracts (HUD form 5370-C (10/2006)) ("General Conditions"), are attached hereto as Exhibit V and incorporated by reference as if fully set forth herein. The Vendor agrees to fully comply with the General Conditions. In the event of a conflict between the terms and conditions of the General Conditions and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall control.

Section 2.5 Ownership of Work Product, Documents, Records and Reports

- A. Vendor 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 Vendor 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.

To the extent the Work Product does not qualify as "work made for hire," Vendor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the CHA, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals therefore, and other intangible, intellectual property embodied in or pertaining to the Work contracted for under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Vendor will execute assignments in the forms attached if requested by the CHA, without additional compensation. Vendor will document all work performed for the CHA and will turn such documentation over to the CHA on completion of the Vendor's services hereunder or earlier, if requested by the CHA. Vendor will make no use of the Work Product generated during the course of its work for the CHA during or after the term of this Agreement except to perform the work requested by the CHA.

To the extent the CHA is unable to effectively or economically use the Work Product without also using rights which are the subject of patent applications, patents, copyrights or other statutory protection owned by Vendor, Vendor grants to the CHA, a royalty-free, irrevocable, worldwide, nonexclusive license to make, have made, sell, use, reproduce, disclose, and publish such rights as necessary to fully utilize the Work Product.

In addition, Vendor agrees that it will not do anything contrary to the CHA's

ownership in the Work Product or which might impair the value of such ownership. Vendor agrees to cooperate with the CHA in executing all documentation requested by the CHA to enable the CHA to perfect its right in and to the Work Product.

- B. All Work Product and CHA Documents provided to, or prepared or assembled by the Vendor in connection with the performance of the Vendor's Services under this Agreement shall be the property of the CHA. The Vendor shall establish precautions against the destruction of all such CHA Documents and shall be responsible for any loss or damage to the CHA Documents while in the Vendor's possession or use and the Vendor shall be responsible for restoring such CHA Documents at its sole expense. Except as provided above, if any CHA Documents destroyed while in the Vendor's possession are not restorable, the Vendor shall be responsible for any loss suffered by the CHA on account of such loss or damage.
- C. The Vendor 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 Vendor's Services or expiration of the Agreement hereunder. In the event of the failure by Vendor to make such delivery, then and in that event, the Vendor shall pay to the CHA any damages the CHA may sustain by reason thereof. The Vendor 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 Vendor 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, and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred or anticipated to be incurred for or in connection with the performance of the Vendor's Services under the Agreement. The Vendor shall maintain its accounting system, books and records in a manner that complies with generally accepted accounting principles ("GAAP"), consistently applied throughout.
- E. The provisions of Section 2.08 shall survive the expiration or termination of the Agreement.
- F. The Vendor shall flow down the provisions of this Section 2.08 titled "Ownership of Work Product, Documents, Records and Reports" to its subcontractors at every tier.

Section 2.6 Audit Requirement

The CHA retains an irrevocable right to independently or, through a third party, audit the Vendor's books and records pertaining to this Agreement and disallow any inappropriate billings upon written notice to the Vendor. In the event of a disallowance, the Vendor shall refund the amount disallowed to the CHA.

Section 2.7 Confidentiality

The Vendor agrees that all Deliverables, reports, documents or other information prepared or assembled by, or received or encountered by the Vendor, its employees, agents and subcontractors pursuant to this Agreement are to remain confidential ("Confidential Information"). Further, the Vendor agrees that such Confidential Information shall not be made available to any individual or organization other than the CHA, HUD or courts of competent jurisdiction or administrative agencies pursuant to a subpoena without the prior written approval of the CHA. In the event the Vendor is presented with a *subpoena* regarding such Confidential Information, which may be in the Vendor's possession by reason of this Agreement, the Vendor must immediately give notice to the CHA's Chief Executive Officer and General Counsel with the understanding that the 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. The Vendor, 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 2.8 Subcontracts and Assignments

Unless otherwise provided for herein, the Vendor 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. The absence of such prior written approval shall void the attempted subcontracting, assignment, delegation or transfer and shall have no legal effect on the Services or this Agreement.

The Vendor shall not transfer or assign, in whole or in part, any funds or claims due or which may become due under this Agreement without the prior written approval of the CHA. Any attempted transfer or assignments of any contract funds, either in whole or in part, or any interest therein, which shall be due or to become due to the Vendor, without the prior written approval of CHA shall be void and of no legal effect. The CHA expressly reserves the right to assign or otherwise transfer all or any part of its rights or interests hereunder.

Section 2.9 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 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 rights of copyright or patent of which the Vendor purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement.

Section 2.10 Religious Activities

In connection with the Services to be provided under this Agreement, the Vendor agrees:

A. That 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; and

B. That it shall not discriminate when rendering the Services hereunder against any person on the basis of religion and shall not limit such Services or give preference to persons on

the basis of religion.

Section 2.11 Drug-Free Workplace

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

Section 2.12 Force Majeure

Notwithstanding any other provision in this Agreement, the Vendor shall not be liable or held responsible for any failure to perform or for delays in performing its obligation under the Agreement, including but not limited to, the scope of services set forth hereunder which result from circumstance or causes beyond Vendor's reasonable control, including without limitation, fire or casualty, acts of God, strikes or labor disputes, war or violence, or any lay, order or requirement of any government agency or authority.

Section 2.13 CHA Inspector General

It is the duty of the Vendor and its subcontractors to cooperate with the CHA Inspector General in any investigation or hearing undertaken. All of the Vendor's subcontracts must include this provision and require agreement and compliance with the same. The foregoing shall modify and supplement the terms of Section 29 of the CPS Agreement as applied to this Agreement.

Section 2.14 Compliance with CHA Policies

The Vendor shall comply with the applicable provisions of all CHA policies including, but not limited to:

- Ethics Policy
- Local Transportation & Mileage Reimbursement Policy
- CHA Travel Guidelines
- General Business Expense Policy

ARTICLE 3. TERM OF AGREEMENT

Section 3.1 Term of Agreement and Options

The initial term of this Agreement is for the period of September 1, 2014 through August 31, 2016, or until the Services to be provided under this Agreement are fully completed and accepted, whichever occurs last. Additionally, the CHA shall have the right to renew the Agreement for one (1) one-year option term, upon the same prevailing terms and conditions as were in effect as of the expiration of the prior term, except to the extent that pricing for such renewal term has been actually or effectively amended, whether pursuant to the CPS Agreement, or pursuant to a pricing amendment mutually agreed to in writing by the CHA and the Vendor for such extension term, which shall be no less favorable than any equivalent pricing that may then be in effect under the CPS Agreement. The foregoing shall modify and supersede in full the terms of Section 1 of the CPS Agreement as applied to this Agreement.

Section 3.2 Timeliness of Performance

The Vendor shall use its best efforts to provide the Services and Deliverables within the time limits required under this Agreement, or from time to time as otherwise required by the CHA. The Vendor and the CHA acknowledge that deadlines for certain Services provided for in this Agreement may be dictated by the requirements of agencies or events outside the control

of the CHA and the Vendor, and the failure by the Vendor to meet deadlines may result in economic or other significant losses to the CHA. Therefore, except to the extent that the Vendor's inability to meet its deadlines is caused by the delay due to the CHA, by acts of God or other events outside the control of the Vendor, TIME IS OF THE ESSENCE, so that failure to perform in a timely manner shall be considered a material breach of the Agreement.

ARTICLE 4. COMPENSATION AND PAYMENT

Section 4.1

In consideration of the Vendor's complete and satisfactory performance and provision of the Services and related activities herein, the CHA shall pay the Vendor compensation in an amount not to exceed Eighty Four Thousand Two Hundred and Forty and 00/100 Dollars (\$84,240.00) (hereinafter the "Maximum Compensation").

The Vendor 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 Maximum Compensation amount, which includes all reimbursable expenses (if any), 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 without an express written amendment to the Agreement authorizing said additional work or expenses. The Vendor acknowledges an affirmative duty to monitor its performance and billings to ensure that the scope of work is completed within the previously agreed compensation amount.

Section 4.2 Payment

The Vendor shall submit periodic invoices detailing the fees due for the Services provided and completed, along with back-up documentation verifying such Services and their associated costs. The Vendor shall furnish such supporting documents and additional information as may be required to support and approve each invoice. The CHA shall make commercially reasonable efforts to pay the invoices within thirty (30) days of receipt of a properly submitted invoice. All invoices shall be subject to the review and approval of 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. The CHA shall not be required to give approval or make payments pursuant to a submitted invoice unless the information required to be included with the invoice have been provided by the Vendor, 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.

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 the CHA. If the CHA objects to all or any portion of any invoice, it shall notify the Vendor of its objection in writing and both parties shall make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, the CHA may, at its option, pay the undisputed portion of any invoice without being deemed to have accepted the disputed portion. The foregoing shall modify and supplement

the terms of Section 5 of the CPS Agreement as applied to this Agreement.

Section 4.3 Non-Appropriation

Funding for this Agreement is subject to: (1) availability of federal funds from HUD, (2) the approval of funding by the CHA's Board of Commissioners, and (3) the Vendor's satisfactory performance of this Agreement. Furthermore, in the event that no funds or insufficient funds are appropriated and budgeted or appropriated funds are rescinded by Congress in any fiscal period of the term of this Agreement for payments to be made under this Agreement, then the CHA may notify the Vendor of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. The foregoing shall modify and supersede the terms of Section 8 of the CPS Agreement as applied to this Agreement.

ARTICLE 5. DISPUTES

Section 5.1 Disputes

In the event of a dispute between the CHA and the Vendor involving this Agreement, both parties will attempt to negotiate a resolution. If the parties cannot resolve the dispute through negotiation, either party shall, unless otherwise set forth herein, submit the dispute in writing to CHA's Director of Procurement and Contracts, who shall, with reasonable promptness, render a decision concerning the dispute submitted. The decision of the Director of Procurement and Contracts shall be final and binding. The foregoing shall modify and supplement the terms of Sections 9.4 and 25 of the CPS Agreement as applied to this Agreement.

ARTICLE 6. RISK MANAGEMENT

Section 6.1 Insurance

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

Section 6.2 Indemnification

The Vendor agrees to defend (except for professional liability claims), indemnify, keep save, 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 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 out of this Agreement and the negligent acts and omissions, gross negligence, or willful misconduct of the Vendor, its agents, employees, and subcontractors, including but not limited to, the enforcement of this indemnification provision.¹⁰ 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 violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Vendor 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.

To the extent permissible by law, Vendor waives any limits on Vendor'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 Vendor's expense, to participate in the defense of any suit, without relieving the Vendor of any of its obligations under this indemnity provision. The Vendor expressly understands and agrees that the requirements set forth in this indemnity to defend, indemnify, keep, save and hold the CHA free and harmless are separate from and not limited by the Vendor'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. The foregoing shall modify and supplement the terms of Section 14 of the CPS Agreement as applied to this Agreement.

ARTICLE 7. EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

Section 7.1 Events of Default Defined

Each of the following shall constitute an event of default:

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Vendor to the CHA.
- B. The Vendor's failure to perform any of its obligations under this Agreement including, but not limited to, the following:
 - 1. Failure to perform the Services with sufficient personnel or with sufficient material to ensure the performance of the Services or due to a reason or circumstance within the Vendor's control;
 - 2. Failure to meet any of the performance standards set forth in this Agreement;
 - 3. Failure to perform the Services in a manner reasonably satisfactory to the CHA, or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

4. Failure to promptly re-perform within a reasonable time Services or Deliverables that were rejected as erroneous or unsatisfactory;
 5. Discontinuance of the Services for reasons or circumstances not beyond the Vendor's control;
 6. 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; and
 7. Any other acts specifically and expressly stated in this Agreement as constituting an event of default.
- C. Any change in majority ownership or majority control of the Vendor without the prior written approval of the CHA, which written approval shall not be unreasonably withheld.
 - D. The Vendor's default under any other agreement it may presently have or may enter into with the CHA during this Agreement. The Vendor 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 7.2 Remedies

The occurrence of any event of default which the Vendor 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 Vendor 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 Vendor in default. Whether to declare the Vendor 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 Vendor and such decision shall be final and effective upon the Vendor's receipt of such notice pursuant to Article 10. Upon the giving of such notice, the CHA may invoke any or all of the following remedies:

- A. 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.
- B. The right to pursue any and all remedies, legal and/or equitable, available to the CHA.
- C. The right to withhold all or any part of Vendor's compensation hereunder with respect to Services not completed in accordance with the terms hereof prior to the termination of this Agreement.

- D. The right to deem Vendor non-responsible in future contracts to be awarded by the CHA.
- E. The right to take over and complete the Services or any part thereof as agent for and at the cost of contractor, either directly or through others.

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 Vendor to continue to provide the Services despite one or more events of default, the Vendor 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 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 7.3 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 Vendor 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 Vendor shall continue to render the services until the effective date of termination. No cost incurred by the Vendor after the effective date of termination shall be allowed. Subject to performance within the requisite performance standards and audits of invoices as set forth above, the CHA shall pay to Vendor on a pro-rata basis, costs incurred for Services rendered through the date of termination. This Section 7.03 is not subject to Article 5 of this Agreement.

The Vendor shall flow down the provisions of Section 7.03 in all of its contracts with its subcontractors, if any.

Section 7.4 Suspension

The CHA may at any time request that the Vendor suspend its Services, or any part thereof, by giving ten (10) days prior written notice to the Vendor or upon no notice in the event of an emergency. No costs incurred after the effective date of such suspension shall be allowed. The Vendor shall promptly resume its performance of such Services under the same terms and conditions as stated herein upon written notice by the CHA (Director of Procurement and Contracts).

Section 7.5 No Damages for Delay

The Vendor agrees that it shall make no claims against the CHA for damages, charges, interest, additional costs or fees incurred by reason of delays or suspension of work caused by the CHA in the performance of its obligations under this Agreement. The Vendor's sole and exclusive remedy for delays or suspension of work caused by the CHA is an extension of time equal to the duration of delay or suspension to allow the Vendor to perform its obligation under this Agreement.

Section 7.6 Right to Offset

To the extent permitted by applicable law:

- A. In connection with performance under the Agreement, the CHA may offset any incremental costs and other damages the CHA incurs in any and all of the following circumstances:
 - i. If the CHA terminates the Agreement for default or any other reason resulting from the Vendor's performance or non-performance;
 - ii. If the CHA exercises any of its remedies under Section 7.02 of the Agreement;
 - iii. If the CHA has any credits due or has made any overpayments under the Agreement.

The CHA may offset these incremental costs and any other damages by use of any payment due for Services completed before the CHA terminated the Agreement or before the CHA exercised any remedies. If the amount offset is insufficient to cover those incremental costs and other damages, the Vendor shall be liable for and must promptly remit to the CHA the balance upon written demand for it. The right to offset is in addition to and not a limitation of any other remedies available to the CHA.

- B. Without breaching this Agreement, the CHA may set off a portion of the compensation due under this Agreement in an amount equal to the amount of any liquidated or unliquidated damages or claims that the CHA has against the Vendor arising out of any other agreements between the CHA and the Vendor or otherwise unrelated to this Agreement. If and when the CHA's claims against the Vendor are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the CHA will reimburse the Vendor to the extent of the amount the CHA has offset against this Agreement inconsistently with the determination or resolution.

ARTICLE 8. WARRANTIES, REPRESENTATIONS AND SPECIAL CONDITIONS

Section 8.1 Warranties, Representations and Covenants

RESERVED.

Section 8.2 Joint and Several Liability

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

Section 8.3 Business Documents and Vendor's Affidavit

The Vendor shall provide to the CHA evidence of its authority to conduct business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of the State of Illinois. If applicable, the Vendor's Affidavit and Vendor's Certifications and Representations of Offerors – Non-Construction Contracts (HUD Form 5369-C) are attached hereto as Exhibit V and incorporated by reference as if fully set forth herein.

Section 8.4 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 Vendor 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 Vendor further covenants that during the performance of this Agreement, no person having any such interest shall be employed. Vendor agrees that if the CHA determines that any of Vendor's services for others conflict with the Services that the Vendor is to render for the CHA under this Agreement; Vendor shall terminate such other services immediately upon request of the CHA.
- C. Additionally, pursuant to the conflict of interest requirements in OMB Circular A-102 and 24 C.F.R. §85.36(b)(3), 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 Vendor 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.

The foregoing shall modify and supplement the terms of Section 26 of the CPS Agreement as applied to this Agreement.

Section 8.5 Non-Liability of Public Officials

No official, employee or agent of the CHA shall be personally liable to the Vendor or the Vendor's successor in interest for: (i) any default or breach by the CHA under this Agreement, (ii) any fee due to the Vendor or the Vendor's successor in interest or (iii) any other obligation arising under this Agreement. The foregoing shall modify and supplement the terms of Section 15 of the CPS Agreement as applied to this Agreement.

Section 8.6 Independent Vendor

The Vendor and the CHA recognize that Vendor 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 Vendor's actions. Vendor and its employees, representatives, and agents shall at all times represent and disclose that they are independent contractors of the CHA and shall not represent to any third party that they are an employee, agent, covenantor, or representative of the CHA. The CHA shall not be obligated to withhold any funds from Vendor for tax or other governmental purposes, with respect to its employees, agents, representative or subcontractors. Vendor and its employees, representatives, and agents shall not be entitled to receive any employment benefits offered to employees of the CHA including workers' compensation insurance coverage. The foregoing shall modify and supplement the terms of Section 13 of the CPS Agreement as applied to this Agreement.

ARTICLE 9. GENERAL CONDITIONS

Section 9.1 Entire Agreement

This Agreement and the Exhibits attached hereto shall constitute the entire agreement between the parties hereto relating to the subject matter hereof and no other warranties, inducements, considerations, covenant, conditions, promises or interpretations shall be implied between the parties that are not set forth herein. 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.

Section 9.2 Counterparts

This Agreement may be executed in several identical counterparts, each of which shall be deemed an original and constitute one Agreement binding on the parties hereto.

Section 9.3 Amendments

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 the Vendor and by the CEO of the CHA or his/her respective designees. The CHA shall incur no liability for additional Services without a written amendment to this Agreement pursuant to this Section.

Whenever in this Agreement the Vendor is required to obtain prior written approval, the effect of any approval which may be granted pursuant to the Vendor's request shall be prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event may approval apply retroactively to a date before the approval was granted.

Section 9.4 Compliance with All Laws and Regulations

- A. The Vendor 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, including but not limited to HUD regulations, the Uniform Administrative Requirements contained in 24 C.F.R. Section 85.1 et seq., (1993), as amended; Title VI of the Civil Rights Act of 1967 (42 U.S.C. 2000d et seq.); Fair Housing Act (42 U.S.C. 3601-20 et seq.); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Rehabilitation Act of 1973 (29 U.S.C. 794); Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5); Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); National Environmental Policy Act of 1969 (24 C.F.R. Part 58); Clean Air Act (42 U.S.C. § 7401/et seq.); Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), as amended; Executive Order 11246, as amended by Executive Orders 12086 and 11375; Executive Order 12372; Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 276); Byrd "Anti-Lobbying" Amendment (31 U.S.C. § 1352); and Debarment and Suspension (Executive Orders 12549 and 12689). Additionally, the Vendor 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).
- B. The Vendor 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 9.5 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations or executive orders to be included in this Agreement are deemed inserted in this Agreement whether or not they appear in the Agreement or, upon application of either party, the Agreement shall be amended to make this insertion; however, in no event shall the failure to insert the required provisions before or after the Agreement is signed prevent its enforcement.

Section 9.6 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 9.7 Jurisdiction

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. The Vendor 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. The Vendor agrees that service of process on the Vendor 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 and to the office actually maintained by the Vendor, or by personal delivery on any managing partner, partners and principals of the Vendor. If the Vendor 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.

Section 9.8 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 genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof 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 9.9 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 9.10 Cooperation

The Vendor 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 if it is to expire on its own terms, the Vendor shall make every effort to assure an orderly transition to another Vendor, the uninterrupted provision of Services during any transition period and shall otherwise comply with the reasonable requests and requirements of the CHA in connection with the termination or expiration of this Agreement.

Section 9.11 Waiver

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

Section 9.12 Flow - Down Provisions

RESERVED.

ARTICLE 10. COMMUNICATION AND NOTICES

Section 10.1 Communication Between the Parties

All verbal and written communication, including required reports and submissions between the Vendor and the CHA shall be through the designee of the Senior Director of Procurement and Contracts, 60 E. Van Buren St., Chicago, IL 60605 when required. No verbal communication between the parties shall change or modify 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 the U.S. District Court for the Northern District of Illinois.

Section 10.2 Notices

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

125 S. Wacker Drive
Floor 27
Chicago, IL 60606

Attention: Beth Stein

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., 12th Floor
Chicago, Illinois 60605
Attention: Chief Executive Officer

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

ARTICLE 11. AUTHORITY

Section 11.1 CHA's Authority

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

Section 11.2 Vendor's Authority

The signature of the person signing on behalf of the Vendor has been made with complete and full authority to commit the Vendor 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 the Vendor have executed this Agreement as of the date first written above.

CHICAGO HOUSING AUTHORITY

BY: Dionna Brookens
Dionna Brookens, Senior Director
Department of Procurement & Contracts

ADDISON PROFESSION FINANCIAL SEARCH, LLC

By: Beth Stein
Print Name Beth Stein
Title Manager of Business
Development, Finance & Accounting

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

BY: Scott W. Ammarell
Scott W. Ammarell
Chief Legal Officer