CONTRACT NO. 11918

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

Joseph Chico

AND

THE CHICAGO HOUSING AUTHORITY

CONTRACT NO. 11918

AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter, the "Agreement") is entered into as of this 1st day of January 2017 by and between the CHICAGO HOUSING AUTHORITY (the "CHA"), a 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 Joseph Chico (the "Contractor"), an individual residing at 10302 South Avenue N, Chicago, Illinois 60617.

RECITALS

A. 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; and

B. CHA requires the services of licensed Illinois attorneys to serve as hearing officers and presenters for its Section 8 Housing Choice Voucher ("HCV") Administrative Hearing Program (the "Program"); and

C. the Contractor is a qualified Illinois licensed attorney in good standing with the Illinois Attorney Registration and Disciplinary Commission; and

D. CHA and the Contractor desire to enter into the Agreement to enable the Contractor to serve as a X hearing officer / ☐ presenter (check the appropriate box), as further set forth herein.

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

ARTICLE 1. INCORPORATION OF RECITALS

Section 1.01 Incorporation of Recitals

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

ARTICLE 2. CONTRACTOR'S DUTIES AND RESPONSIBILITIES

Section 2.01 Services to be Performed

Scope of Work. The services that the Contractor shall provide and perform during the term of the Agreement shall include, but not be limited to those activities and responsibilities that are in connection with serving as a X hearing officer / ☐ presenter (check the appropriate box) that are set forth in Exhibit I, which is attached hereto and incorporated by reference herein (hereinafter collectively referred to as the "Services").

Section 2.02 Performance Standards

The Contractor shall perform all Services required under this Agreement with the degree of skill, care and diligence normally shown by an attorney performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Furthermore, the Contractor shall perform or cause to be performed all Services required by the Agreement in accordance with the terms and conditions of this Agreement, in accordance with any federal, state and local laws, statutes, applicable to this Agreement. The Contractor must at all times act consistent with the professional and fiduciary obligations assumed by it in entering into this Agreement and will assure timely and satisfactory rendering and completion of its Services, including but not limited to rendering decisions. Specifically, all services shall be performed in accordance with the due professional care standards required by and in accordance with the terms and conditions of this Agreement.

The Contractor covenants with the CHA to furnish its best professional expertise and judgment while providing the Services. The Contractor shall at all times use its best efforts to assure quality, timeliness, efficiency and creativity in rendering and completing the Services. The Contractor agrees that performance of the Services in

a satisfactory manner shall include quick response to the CHA's needs in either presenting cases for the HCV Administrative Hearing Program or for both CHA 's and HCV participants needs in rendering hearing officer decisions following HCV Administrative Hearings, as applicable. Accordingly, the Contractor shall return all telephone calls and respond to all electronic mail on a timely basis within one (1) business day.

Section 2.03 Non-Discrimination

Contractor 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. Contractor 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 511-101 et seq., as amended, and regulations promulgated in accordance therewith, including but not limited to the Equal Employment Opportunity Clause, 111. Admin. Code Tit. 44 s 750 Appendix A; Employment Opportunity Clause, 111. Admin. Tit. 44 s 750 Appendix A; 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, Contractor must furnish such reports and information as requested by the Chicago Commission on Human Relations.

Section 2.04 Ownership of Work Product, Documents, Records and Reports

A. Contractor acknowledges that all deliverables in any form including but not limited to, hearing decisions, 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.

   To the extent the Work Product does not qualify as "work made for hire," Contractor 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. Contractor will execute assignments in the forms attached if requested by the CHA, without additional compensation. Contractor will document all work performed for the CHA and will turn such documentation over to the CHA on completion of the Contractor's services hereunder or earlier, if requested by the CHA. Contractor 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 Contractor, Contractor 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, Contractor 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. Contractor 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 Contractor in connection with the performance of the Contractor's Services under this Agreement shall be the property of the CHA. The Contractor shall establish precautions against the destruction of all such CHA Documents, and except for loss or damage attributable solely to the CHA's actions as the Contractor's landlord, or to the CHA's provision of ITS, MIS or other similar services/systems to the Contractor during the performance of the Contractor's Services under the Agreement, the Contractor shall be responsible for any loss or damage to the CHA Documents while in the Contractor's possession or use and the Contractor shall be responsible for restoring such CHA Documents at its sole expense. Except as provided above, if any CHA Documents destroyed while in the Contractor's possession are not restorable, the Contractor shall be responsible for any loss suffered by the CHA on account of such loss or damage.

C. The Contractor, if a hearing officer, shall deliver or cause to be delivered all hearing decisions to the CHA and interested parties within 25 days of the completion of each hearing in accordance with HUD regulations and the HCV Administration Plan. The failure to deliver or cause to be delivered a hearing decision within this required time period shall be material grounds for default.

D. 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 in connection with the performance of the Contractor's Services under the Agreement. The Contractor 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 2.03 shall survive the expiration or termination of the Agreement.

Section 2.05 Audit Requirement

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 invoices upon written notice to the Contractor. In the event of a disallowance, the Contractor shall refund the amount disallowed to the CHA.

Section 2.06 Confidentiality

The Contractor agrees that all deliverables, reports, documents or other information prepared or assembled by, or received or encountered by the Contractor, its employees, agents and subcontractors pursuant to this Agreement are to remain confidential ("Confidential Information"). Further, the Contractor 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 Contractor is presented with a *subpoena* regarding such Confidential Information, which may be in the Contractor's possession by reason of this Agreement, the Contractor 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 Contractor, 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 2.07 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 Contractor purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement.

Section 2.08 Force Majeure

Notwithstanding any other provision in this Agreement, the Contractor 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 Contractor'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 2.09 Compliance with CHA Policies

The Contractor 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.

Section 2.10 CHA Inspector General

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

ARTICLE 3. TERM OF AGREEMENT

Section 3.01 Term of Agreement

The term of this Agreement is for the period of January 1, 2017 through December 31, 2017 or until the Agreement is terminated in accordance with its terms, whichever occurs first.

Section 3.02 Contract Extension Options

The CHA, at its sole discretion, may extend this Agreement for 1 additional 1-year option period(s). Any extension shall be under the same terms and conditions as this original Agreement. The Agreement shall be modified to reflect the time extension in accordance with the provisions of Section 9.03 of this Agreement.

ARTICLE 4. COMPENSATION AND PAYMENT

Section 4.01 Compensation

A. The CHA shall pay the Contractor the following training stipends:

☐ Presenters, will receive a one-time stipend from the CHA of $500.00 for attending the initial training session for the HCV Administrative Hearing Program, which will be scheduled by the CHA. Attendance at the scheduled training is mandatory.

X Hearing Officers, will receive a one-time stipend from the CHA of $625.00 for attending the initial training session for the HCV Administrative Hearing Program, which will be scheduled by the CHA. Attendance at the scheduled training is mandatory.

B. The CHA shall pay the Contractor the **X** hearing officer rates / ☐ presenter rates (check the appropriate box) set forth in Exhibit III, which is attached hereto and incorporated by reference herein for each case that has been heard with a decision rendered or case presented. It is mutually understood and agreed by the parties that the rates set forth in Exhibit III is the only compensation provided for in the Agreement.

Section 4.02 Payment (appropriate box to be checked if the Contractor is a hearing officer or presenter)

☐ Presenter. As a presenter, the Contractor shall submit an invoice by the 5th day of the month following the end of each month in which cases have been presented during the term of this Agreement. Each invoice shall contain back-up information as required by the CHA, including but not limited to, the name (and case number, if any) of the case presented and the date of the hearing and the appropriate rate for each case, as set forth in Exhibit II, during such 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 has been provided.

X Hearing Officer. As a hearing officer, the Contractor shall submit an invoice by the 5th day of the month following the end of each month in which cases have been heard and decisions have been rendered and delivered to CHA during the term of this Agreement. Each invoice shall contain back-up information as required by the

CHA, including but not limited to, the name (and number) of the case heard, the date of the hearing and the date the decision was rendered and delivered to CHA and the appropriate rate for each case, as set forth in Exhibit II, during such 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, or that has been specifically requested by the CHA, and all the Deliverables as set forth in this Agreement, or other reasonable and written requests by CHA for additional information, have been met.

CHA will make 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 Contractor 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.

ARTICLE 5. EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION

Section 5.01 Events of Default Defined

Each of the following shall constitute a material event of default:

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

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

1. Failure to perform the Services due to a reason or circumstance within the Contractor's control;
2. For hearing officers, failure to deliver or caused to be delivered written decisions of the hearings within 25 days of the completion of the hearing;
3. Failure to meet any of the performance standards set forth in this Agreement;
4. 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;
5. Discontinuance of the Services for reasons or circumstances not beyond the Contractor'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 and nondiscrimination;
7. Any other acts specifically and expressly stated in this Agreement as constituting an event of default; and

C. The Contractor's default under any other agreement it may presently have or may enter into with the CHA during this Agreement. The Contractor 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 5.02 Remedies

The occurrence of any event of default which the Contractor fails to cure within 30 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 30 days after notice, or if the Contractor has failed to commence and continue diligent efforts to cure such default within 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. 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 Article10. 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 Contractor'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 Contractor 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 Contractor to continue to provide the Services despite one or more events of default, the Contractor 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 5.03 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 10 days after the date written notice has been provided or as otherwise provided in such notice. The Contractor shall continue to render the services until the effective date of termination. The Contractor shall not be entitled to any flat rate fees after the effective date of termination, unless the Contractor is a hearing officer and must render a decision for a hearing that was held prior to termination. Subject to performance within the requisite performance standards and audits of invoices as set forth above, the CHA shall pay to Contractor the fees that have been earned under Section 4.01 hereof.

Section 5.04 Suspension

The CHA may at any time request that the Contractor suspend its Services, or any part thereof, by giving 10 days' prior written notice to the Contractor or upon no notice in the event of an emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor 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 5.05 No Damages for Delay

The Contractor 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 Contractor'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 Contractor to perform its obligation under this Agreement.

ARTICLE 6. WARRANTIES, REPRESENTATIONS AND SPECIAL CONDITIONS

Section 6.01 Warranties, Representations and Covenants

In connection with the execution of this Agreement, the Contractor warrants and represents to CHA:

A. That the Contractor is duly licensed and authorized to practice law in the State of Illinois.

B. 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 officials, officers,

agents, or employees, has induced the Contractor to enter into this Agreement or has been relied upon by the Contractor.

C. That the Contractor has carefully examined and analyzed the provisions and requirements of this Agreement and that it understands the nature of the Services required;

D. That the Contractor and, to the best of its knowledge is not in violation of the provisions of 18 U.S.C. § 666 (a) (2) and other Federal criminal laws applicable to public contracts funded with federal government funds, the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. (1989), as amended; and the CHA's Ethics Policy, as amended (see http://www.thecha.org/pages/forms___documents/66.php).

Section 6.02 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 has 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. Contractor agrees that if the CHA determines that any of Contractor's services for others conflict with the Services that the Contractor is to render for the CHA under this Agreement; Contractor 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 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.

Section 6.03 Non-Liability of Public Officials

No official, employee or agent of the CHA shall be personally liable to the Contractor or the Contractor's successor in interest for: (i) any default or breach by the CHA under this Agreement, (ii) any fee due to the Contractor or the Contractor's successor in interest or (iii) any other obligation arising under this Agreement.

Section 6.04 Independent Contractor

The Contractor and the CHA recognize that Contractor is an independent contractor and not an employee, agent, partner, joint venturer, covenanter, or representative of the CHA and that CHA will not incur any liability as the result of Contractor's actions. Contractor shall at all times represent and disclose that they are an independent contractor of the CHA and shall not represent to any third party that they are an employee, agent, covenanter, or representative of the CHA. The CHA will not withhold any funds from Contractor for Federal or State taxes or any other governmental purposes, and the Contractor shall be solely responsible for the payment of all federal and state withholding, unemployment and income related taxes resulting from any income earned by the Contractor under this Agreement. Furthermore, Contractor shall not be entitled to receive any employment benefits offered to employees of the CHA, including workers' compensation insurance coverage.

ARTICLE 7. GENERAL CONDITIONS

Section 7.01 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.

Section 7.02 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 7.03 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 Contractor 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 Contractor is required to obtain prior written approval, the effect of any approval which may be granted pursuant to the Contractor'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 7.04 Compliance with All Laws and Regulations

A. 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, 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 Contractor shall comply with the applicable provisions of 0MB 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 Contractor 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 7.05 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 7.06 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 7.07 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. The Contractor agrees that service of process on the Contractor 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 Contractor, or by personal delivery on any managing partner, partners and principals of the Contractor. 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.

Section 7.08 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 7.09 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 7.10 Cooperation

The Contractor agrees at all times to cooperate fully with the CHA in accordance with the due professional care standards required by and in accordance with the terms and conditions of this Agreement. If this Agreement is terminated for any reason, or if it is to expire on its own terms, the Contractor shall make every effort to assure an orderly transition to another Contractor, 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 7.11 Waiver

Whenever under this Agreement the CHA, by a proper authority, expressly waives the Contractor's performance in any respect or expressly waives a requirement or condition to either the CHA's or the Contractor'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.

ARTICLE 8. COMMUNICATION AND NOTICES

Section 10.01 Communication between the Parties

All verbal and written communication, including required reports and submissions between the Contractor

and the CHA shall be through the Office of the General Counsel, 60 E. Van Buren St., 12th Floor, Chicago, IL 60605 when required. No verbal communication between the parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the Federal Rules of Civil Procedure, the local rules of the Circuit Court of Cook County, and the local rules governing the U.S. District Court for the Northern District of Illinois.

Section 8.02 Notices

Any notices sent to the Contractor may be hand delivered in person or mailed by certified mail, return receipt requested, postage prepaid to:

_____
_____
_____

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 Legal Officer

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

Print Name

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

BY: _____
James L. Bebley
Chief Legal Officer

EXHIBIT I

HEARING OFFICERS AND PRESENTERS SCOPES OF WORK

I. Hearing Officer

A. Position Purpose

To serve as an impartial hearing officer for the CHA's Housing Choice Voucher Program's administrative due process hearings. In certain situations, where a public housing authority issues a decision that has a negative impact on a HCV holder's status in the HCV Program, the HCV holder may be entitled to appeal that decision. The appeal process takes the form of an administrative hearing before an impartial hearing officer, whose responsibility is to apply the law and HUD regulations, make findings of fact and make determinations either upholding or reversing the underlying decision that impacted a HCV holder's status in the HCV Program.

B. Statement of Work.

The activities and responsibilities of a hearing officer include, but are not limited to the following:

1. Attend and conduct impartial, administrative due process hearings scheduled by CHA;
2. Ensure that the participant is provided the opportunity to present written or oral objections to the decision of the CHA, which is the basis of the administrative hearing;
3. Ensure that a recorded statement of the administrative hearing is prepared and attached to the file as part of the official record of the proceedings;
4. Monitor and direct the activities at the administrative hearing to ensure that they are conducted fairly while safeguarding the legal rights of the parties;
5. Rule on admissibility/inadmissibility of oral and written demonstrative evidence;
6. Administer oaths in preparation for administrative hearing;
7. Review the oral, written and documented evidence offered at the administrative hearing and prepare a written Administrative Hearing decision letter to the CHA for the making of a final decision as to whether voucher assistance should be terminated or continued;
8. Gather and submit original copies of all documentation or evidence relied upon or submitted by either the CHA or participant into evidence at the administrative hearing, which shall be submitted with the written recommendation, as the record of the proceedings;
9. Render and submit written decisions to CHA's Chief Hearing Officer within no more than 25 days of the hearing. All decisions shall be rendered in accordance with HUD regulations and CHA's Administraive Plan;
10. Attend CHA training as required:
    a. All hearing officers and presenters shall be required to attend an initial training session for CHA's HCV Administrative Hearing Program. All hearing officers will receive a stipend as set forth in Section 4.01 for this initial training session. The Contractor shall be required to attend any other additional training sessions that CHA deems necessary for the HCV Administrative Hearing Program upon providing reasonable notice of at least 48 hours in advance of such training by e-mail, but shall not be entitled to a stipend or any additional compensation therefor;

11. Attend regular and special meetings as requested by CHA:
    a. The hearing officer shall be required to attend all regularly scheduled meetings, monthly or otherwise, with CHA's Chief Hearing Officer or his/her designee, but shall not be entitled to a stipend or any additional compensation therefor;
    b. For any required meetings, other than monthly scheduled meetings, in which attendance is required, the CHA shall provide reasonable notice of at least 48 hours in advance of such meetings by e-mail.

12. Submit invoices using required invoice template, which will be provided by CHA, for completed hearings within 5 days following the end of each month;
13. Submit monthly availability through CHA Administrative Hearing Outlook calendar to the Chief Hearing Officer within 5 days following the end of each month;
14. Monitor administrative hearing docket regularly for reschedules, updates and cancellations of assigned administrative hearings.
13. Other duties as assigned.

B. Information Security Policy (CHA's E-Mail System and Internet Usage)
The Contractor shall adhere to CHA's Information Security System Policy for e-mail and internet usage, which is attached hereto and incorporated by reference herein as Exhibit II, and in addition, shall also acknowledge acceptance of the Policy by signing, dating and returning Exhibit II to CHA along with an original signed version of this Agreement.

C. Additional Requirements

During the term of the Agreement, the hearing officer must submit proof annually that they are a member in good standing of the Illinois Bar no later than February 1 of each year. Additionally, the presenter certifies that he/she:

- ☐ has a degree from an accredited law school and has practiced for a minimum of seven (7) years;
- ☐ is actively licensed to practice law in the state of Illinois;
- ☐ has experience or knowledge of administrative hearings, a general knowledge of public housings;
- ☐ has specific knowledge of the Housing Choice Voucher Program in accordance with Title VI of the Civil Rights Act of 1964, 42 USC 2000, et seq., and 24 CFR 982 and Parts 1, et seq. of the Department of Housing and Urban Development (HUD) and the CHA Administrative Plan for the Housing Choice Voucher Program; and,
- ☐ is computer literate and able to use Microsoft Word, Microsoft Outlook and Excel.

II Presenter

A. Position Purpose

In certain situations, where a public housing authority issues a decision that has a negative impact on a HCV holder's status in the HCV program, the HCV holder may be entitled to appeal that decision. The appeal process for a HCV holder takes the form of an administrative hearing before an impartial hearing officer. The purpose of a presenter is to represent the CHA and its HCV administrative contractors at the administrative hearing before an impartial Hearing Officer and present the facts necessary to support the underlying decision that is being appealed by the HCV holder.

B. Statement of Work.

The activities and responsibilities of a hearing officer include, but are not limited to the following:
A presenter's responsibilities under the Agreement include; but are not limited to the following:

1. Represents the CHA at administrative due process hearings scheduled by CHA;
2. Reviews and prepares CHA case files for administrative hearing in a timely manner;
3. Interviews witnesses, complainants and obtains necessary evidence including, but not limited to criminal and victim records to be presented at the administrative hearing;
4. Searches for, interprets, and applies laws, court decisions, and other legal authorities in preparation for the administrative hearing and of occasional briefs;
5. Ensures that the voucher holder/participant has received copies of any and all records to be submitted into evidence at the administrative hearing required under Supreme Ct Rule 12;
6. Gathers and submits original copies of all documentation or evidence relied upon into evidence at the administrative hearing;
7. Prepares opening and closing statements;
8. Conducts direct and cross examinations of witnesses in the administrative hearing;
9. Attend CHA training as required:
   a. All presenters shall be required to attend an initial training session for CHA's HCV Administrative Hearing Program. All presenters will receive a stipend as set forth in Section 4.01 for this initial training session.
   b. The presenter shall be required to attend any other additional training sessions that CHA deems necessary for the HCV Administrative Hearing Program upon providing reasonable notice of at least 48 hours in advance of such training by e-mail, but shall not be entitled to a stipend or any additional compensation therefor.
10. Attend regular and special meetings as requested by CHA:
    a. The presenter shall be required to attend all regularly scheduled meetings, monthly or otherwise with CHA's Deputy General Counsel of Litigation or his/her designee, but shall not be entitled to a stipend or any additional compensation therefor.
    b. For any required meetings, other than monthly scheduled meetings, in which attendance is required, the CHA shall provide reasonable notice of at least 48 hours in advance of such meetings by e-mail.
11. Submit invoices using required invoice template, which will be provided by CHA, for completed hearings within 5 days following the end of each month; and
12. Submit monthly availability through CHA Administrative Hearing Outlook calendar to the Chief Hearing Officer within 5 days following the end of each month;
13. Monitor administrative hearing docket regularly for reschedules, updates and cancellations of assigned administrative hearings; and
14. Other duties as assigned

C. Information Security Policy (CHA's E-Mail System and Internet Usage)
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D. Additional Requirements
During the term of the Agreement, the presenter must submit proof annually that they are a member in good standing of the Illinois Bar no later than February 1 of each year. Additionally, the presenter certifies that he/she:

- ☐ has a degree from an accredited law school and is a member in good standing and actively licensed to practice law in the State of Illinois with a minimum of 2 years of experience;
- ☐ has knowledge or experience in administrative hearings and general knowledge of public housing;
- ☐ has general knowledge of the Housing Choice Voucher (HCV) Program in accordance with Title VI of the Civil Rights Act of 1964, 42 USC 2000, et. seq. 24 CFR Parts 1, et seq. of the U.S. Department of Housing and Urban Development (HUD) and the CHA Administrative Plan for the HCV program; and
- ☐ is computer literate and able to use Microsoft Word, Microsoft Outlook and Excel.

EXHIBIT II
E-MAIL AND INTERNET USAGE

CHANGE.
CHICAGO HOUSING AUTHORITY

Executive Office

CONFIDENTIAL

TO: **All CHA System Users (including All CHA Employees & Private Management Firms)**
SUBJECT: **E-Mail and Internet Usage**

This memo is to communicate with all CHA employees and non-CHA employees who have access to the CHA network, regarding the **proper use** of the e-mail system and Internet. Personnel are to limit the use of these mediums to business related purposes. In accordance with the CHA's Communications Policy and Information Security Policy, very limited personal use is permitted for CHA employees. However, limited personal use must NOT (1) interfere with the performance of work duties; (2) violate any of the CHA's policies; (3) involve running a personal business or (4) cause degradation of services (e.g., network slowdowns). Contractors and other non-CHA employees are not authorized to use the CHA's information resources for personal use, unless it is specifically permitted via applicable contracts. System users have been provided Internet and/or e-mail access so they can perform their jobs in the most efficient, effective and expeditious manner possible. E-mail and Internet usage within the Authority were never intended to be avenues for personal expression or entertainment. Effective immediately, all users are required to adhere to the following restrictions:

- **E-mail communication to "CHA" can only be sent with the approval of a Senior Staff member.**
- **The transmission of Bereavement notices is to be limited to those regarding *current* CHA *employees only.***
- **The transmission of inappropriate items such as chain letters, religious messages, offensive cartoons, and pornographic information/images are strictly forbidden.**
- **Users who have access to the Internet cannot use this tool to obtain any pornographic material/information or visit web sites for the specific purpose of engaging in communication of a sexual nature.**
- **Users must not use the Internet for personal downloads (e.g., personal music, video games, etc.) and must not store personal information on network drives.**
- **Accounts that remain INACTIVE for 90 days or more will be removed from the system, and users will need to re-submit the appropriate forms.**

Any person found to be in violation of the above restrictions will be subject to disciplinary action up to and including termination. Please be advised that certain transmissions may be considered unlawful. We believe that most everyone utilizes the e-mail system and the Internet in a manner that enhances their over-all job performance. We must continue to uphold this level of professionalism and encourage our co-workers to do the same. Any violations of this policy should be reported to the Inspector General at 1-800-544-7137.

IMPORTANT – PLEASE READ:
You are responsible for adhering to all Chicago Housing Authority Policies (including, but not limited to the Information Security Policy, Employee Code of Conduct and Ethics Policy). For example, you are responsible for <u>your</u> user accounts and passwords. It is the policy of the CHA that you do not share your passwords. Doing so will result in disciplinary action. We are required by the Inspector General's office to notify them of anyone who does not comply with the Chicago Housing Authority (CHA) policies.

I understand the policies regarding the use of the Chicago Housing Authority's systems and accept full responsibility for it.

Employee / User's Signature Joseph Chico Date: 11/9/11

Print Name Joseph Chico Title HEARING OFFICER

NOTE: THIS FORM CAN NOT BE RETURNED VIA E-MAIL. [CHA ITS Fax # 312-786-3600]

EXHIBIT III

PAYMENT RATE FOR CHA CONTRACT HEARING OFFICERS AND PRESENTERS

	HEARING OFFICERS HEARING RATES	PRESENTERS HEARING RATES
Completed HCV Administrative Hearing	$600.00	$400.00
Hearing Cancellations with No Reschedule or ITT Withdrawn/Rescinded with No Reschedule	$200.00	$200.00
Continued and Rescheduled cases (payment for 1 continuance only)	$200.00	$200.00
*Re-hearing	300.00 (50%)	200.00 (50%)
**DOAH Hearings	0.00	400.00 (100%)

Payment Considerations:

- Completion Hearing Officer – case completed when decision is issued.
- Completion: Presenter – case completed at conclusion of hearing
- Monthly Invoices for completed cases are due for submission and review by the 5th of each month following the month in which the cases have been completed.
- *Per HCV Administrative Plan, CHA or Participant Chap 16-19
- **Presenter only - for public housing residents with the Right of Return (pre – 10/ 1/ 1999 per Gautreaux) who are entitled to seek hearings before the City of Chicago's department of Administrative Hearings