City of Chicago

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Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/20/2018
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Chicago Housing Authority and Mayor's Office for People with Disabilities for expansion of HomeMod Program and funding
Committee(s) Assignment:	Committee on Budget and Government Operations

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OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 20, 2018

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of the Mayor's Office for People with Disabilities, I transmit herewith an ordinance authorizing execution of an intergovernmental agreement with the Chicago Housing Authority regarding home modifications.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

WHEREAS, the City of Chicago ("City") is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois constitution and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Chicago Housing Authority (the "CHA") is a municipal unit of government organized for the purpose of providing safe, clean and affordable housing to Chicago residents, including removing unsanitary and substandard conditions, constructing and operating housing accommodations and regulating the maintenance of housing projects; and

WHEREAS, the health, safety and welfare of the residents of public housing is a matter of public interest; and

WHEREAS, since 1999, the Mayor's Office for People with Disabilities ("MOPD") has operated and continues to operate the HomeMod Program whereby dwelling units that are occupied by a household that contains at least one disabled person are eligible to be considered for the installation of modifications with accessible features such as ramps, lifts, accessible kitchens, accessible bathrooms, or assistive technology devices, all at no or reduced cost to the household; and

WHEREAS, the CHA requested the City, through MOPD, to expand its HomeMod Program to modify qualifying dwelling units that are leased to qualifying disabled households under the CHA's Housing Choice Voucher Program, and proposes to pay the City for this work with the use of certain CHA Modification Fund funding; and

WHEREAS, MOPD has unique skills and knowledge regarding the Americans with Disabilities Act, the Fair Housing Act, as amended, and Section 504 of the Rehabilitation Act regarding unit dwelling modifications; and

WHEREAS, the parties propose to enter into an intergovernmental agreement ("Agreement") to implement the expanded HomeMod Program under the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, on September 18, 2018, the Board of Commissioners of the CHA approved a resolution authorizing the CHA to enter into the Agreement; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The above recitals are incorporated into this text as if fully set forth herein.

SECTION 2. Subject to the approval of the Corporation Counsel of the City as to form and legality, the Commissioner of MOPD or his or her delegate is hereby authorized to execute and deliver the Agreement with the CHA in substantially the form attached hereto as Exhibit A, with such changes therein as the Commissioner may approve, provided that such changes do not amend any essential terms of the Agreement (execution of same by the Commissioner or his or her delegate constituting conclusive evidence of such approval), and to enter into and execute all such other agreements and instruments and to perform any and all acts as shall be necessary or advisable in connection with the implementation of the Agreement.

SECTION 3. To the extent that any current ordinance, resolution, rule, order or

provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance shall be in full force and effect upon the date of its passage and approval.

EXHIBIT A

Intergovernmental Agreement

[attached]

INTERGOVERNMENTAL AGREEMENT

FOR the EXPANSION OF PROFESSIONAL SERVICES
Under the HomeMod Program
BETWEEN
THE CITY OF CHICAGO,
ACTING THROUGH ITS MAYOR'S OFFICE FOR PEOPLE WITH DISABILITIES,
AND
THE CHICAGO HOUSING AUTHORITY

THIS INTERGOVERNMENTAL AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is entered into as of the _1st_ day of _____, 2019 ("Effective Date") by and between the **CHICAGO HOUSING AUTHORITY** (hereinafter referred to as the "**CHA**"), a municipal corporation of the State of Illinois, with its offices located at 60 E. Van Buren St., Chicago, Illinois 60605, and the **CITY OF CHICAGO** (hereinafter referred to as the "City"), acting through its Mayor's Office for People with Disabilities (hereinafter referred to as "**MOPD**") located at 121 N. LaSalle St., Room 104, Chicago, IL 60602.

RECITALS

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

WHEREAS, the CHA requires the services of a qualified party to administer CHA's Modification Fund as defined in Section 1.02(C) below; and

WHEREAS, MOPD has unique skills and knowledge regarding the Americans with Disabilities Act ("ADA"), the Fair Housing Act, as amended, and Section 504 of the Rehabilitation Act regarding unit dwelling modifications; and

WHEREAS, since 1999, MOPD has and now continues to operate the HomeMod Program (defined below); and

WHEREAS, the CHA and MOPD have authority to enter into this intergovernmental agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. and the authority granted them as set forth in Article 11 hereof; and

WHEREAS, pursuant to an ordinance of the City Council, dated _____ __, 2018, published at pages _____ to _____ of the Journal of Proceedings of the City Council, the City is authorized to enter into an intergovernmental agreement with CHA for the purposes indicated in this Agreement; and

WHEREAS, pursuant to Resolution No. 2018-CHA-___ of the CHA Board of Commissioners, dated September 18, 2018, the CHA is authorized to enter into an intergovernmental agreement with the City for the purposes indicated in this Agreement; and

WHEREAS, the CHA desires to provide CHA Modification Fund funding to MOPD to enable MOPD to provide services under its HomeMod Program to certain CHA residents, as further set forth herein; and

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

ARTICLE 1 INCORPORATION OF RECITALS

Section 1.01 Incorporation of Recitals

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

Section 1.02 Definitions

A. "Disabled" or "Disability" means with respect to a person: (a) a physical or mental impairment which substantially limits one or more of such person's major life activities; (b) having a record of such an impairment; or (c) being regarded as having such impairment. The term does not include current, illegal use of or addiction to a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. Sec. 802)).

B. "Household" shall mean a household whose members are all persons using the dwelling unit as their principal place of residence.

C. "HomeMod Program" shall mean the program operated by MOPD for the benefit of qualified residents of the City of Chicago. Through the HomeMod Program, dwelling units (whether single family homes, multi-units, apartments, CHA-owned housing or any other type of dwelling) that are occupied by Households that contain at least one Disabled person are eligible to be considered for the installation of modifications with accessible features such as ramps, lifts, accessible kitchens, accessible bathrooms, or assistive technology devices, all at no or reduced cost to the household. The HomeMod Program may be modified from time to time in the sole discretion of MOPD.

D. "Housing Choice Voucher" or "HCV" shall mean a rent subsidy in the form of a voucher, which is issued and/or administered by the CHA or its agents to enable low-income

tenants to secure housing at privately-owned homes, apartments or other authorized dwellings throughout the City of Chicago.

E. "Modification Fund" shall mean the funding made available by the CHA for the implementation of the HomeMod Program in qualifying and selected private apartments to be leased or currently being leased by a Qualified Disabled Household utilizing a HCV.

F. "Qualified Disabled Household" means a Household that meets the definition of "disabled" in CHA's Administrative Plan for the Housing Choice Voucher program, as such household is determined solely by the CHA from time to time.

ARTICLE 2 DUTIES AND RESPONSIBILITIES

Section 2.01 Scope of Services

A. Scope of Work

The services that MOPD shall provide during the term of the Agreement shall include, but not be limited to, (i) placing Households that have been qualified by the CHA as Qualified Disabled Households in line for HomeMod Program modifications, (ii) determining what modifications should be made in each Qualified Disabled Household apartment, and (iii) once the CHA approves the particular modification proposal/work order, then sending a work order to the MOPD delegate agency to perform the approved modifications.

The maximum grant amount of passed-through Modification Funds that MOPD may approve for expenditure on the installation of approved modifications within a given Qualified Disabled Household is $10,000.00, and MOPD shall fund 100% of all Qualified Disabled Household apartment modifications with Modification Funds. Notwithstanding this upper limit, however, the parties agree and acknowledge that all costs in excess of $10,000 that arise because of unforeseen on-site problems once a modification job gets under way shall be paid for with Modification Funds.

B. Statement of Work

I. CHA shall perform the following activities during the term of the Agreement:

A. **Community Notification and Outreach:** CHA shall use its best efforts to publicize and notify HCV participants, with assistance from MOPD, of the purpose and availability of the HomeMod Program.

B. **Determine Eligibility Requirements of Applicants:** CHA shall be the sole party to determine the eligibility of participants in the HCV program who shall qualify for participation in a Modification Fund-supported HomeMod Program. Participants that

apply with the CHA to qualify as a Qualified Disabled Household must meet the criteria established below:

1. Be an HCV Participant – the applicant must be an HCV Program (administered by the CHA or its representative) Participant. The CHA will provide a reliable process for timely verification of an HCV Participant's voucher number.

2. Have a disability or be part of a household with a disabled family member – the applicant intending to reside in the dwelling unit sought to be modified must be a person with a disability or must have a member of the family who is disabled and who intends to reside in the dwelling unit.

C. **Waiting List Administration:** CHA will keep a waiting list of requests from Qualified Disabled Households.

D. **Referral:** Once CHA approves a Qualified Disabled Household's eligibility, CHA will refer the household to MOPD.

E. **Payments From Modification Fund:** In addition to the annual payment of Modification Fund monies required under Sec. 4.02 hereof, the CHA will promptly pay additional Modification Fund monies to MOPD in the event there are insufficient Modification Funds available to complete existing projects.

II. MOPD shall perform the following activities during the term of the Agreement:

A. **Requirement to Submit HomeMod Application to MOPD:** As Qualified Disabled Households are referred by the CHA from time to time to MOPD, each such household will be required to submit a HomeMod Program application to MOPD, in the form set out in Exhibit A hereof.

B. **Applicant and Landlord/Property Management Agreement**: Applicant Qualified Disabled Household and the landlord/property management of that household's apartment unit must give MOPD access to the unit to inspect the unit before any modifications are made via express, written agreement. Applicant, landlord/property management, and MOPD must agree to any modifications to be made to the unit by MOPD under the HomeMod Program via express, written agreement. If negotiations by MOPD with the landlord/property management do not result in an express written access agreement allowing MOPD and its agents to perform the agreed modifications, then that application will be rejected by MOPD and the Qualified Disabled Household will be ineligible to participate in the HomeMod Program.

C. **Acceptance of a Qualified Disabled Household into the HomeMod Program with support funding from the Modification Fund:** A job for a Qualified Disabled Household shall be deemed accepted into the HomeMod Program only upon the affirmative completion of ALL the following steps:

- signed affirmation from the CHA that the applicant Household is a Qualified Disabled Household, and

- acceptance by MOPD of the HomeMod Program application as submitted by the Qualified Disabled Household, and

- an access agreement signed by the Qualified Disabled Household, the landlord/property manager, and MOPD, and

- the completion of a scope of work plan and pricing for the proposed modifications to the apartment, and

- signed affirmation from the CHA that the scope of work plan and pricing is approved by the CHA, and

- signed affirmation from the CHA (i) approving the allocation of 100% of the pricing for the job from the pre-paid Modification Fund money on hand with MOPD, and (ii) acknowledging that 100% of any job cost overage arising from unforeseen site problems will be taken by MOPD from the pre-paid Modification Fund money on hand, and

- signed affirmation from the MOPD delegate agency that it understands and agrees to both the scope of work and the price for the job, and to the work schedule for the job and the job's special access requirements, if any.

D. **Performance of the Work:** Once MOPD has accepted a Qualified Disabled Household job into the HomeMod Program pursuant to the criteria set forth in Section 2.01 B. II. C. above, then MOPD will place the modification project into MOPD's HomeMod Program construction schedule, and will proceed with the work accordingly. MOPD will be the sole party to determine when a job has been satisfactorily completed; however, MOPD will use commercially reasonable efforts to have its contractors and delegate agents perform the project to the satisfaction of the Household, the CHA and the landlord/purchasing agent.

E. **Adherence to MOPD/HomeMod Program Rules/Regulations**: Once a Qualified Disabled Household is referred to MOPD by CHA, such household's continued qualification for and participation in the HomeMod Program is subject to all applicable HomeMod Program rules, procedures or requirements as set forth by MOPD from time to time in MOPD's sole discretion. The parties agree that the determination of continued qualification for the HomeMod Program for a given referred Qualified Disabled Household is solely in MOPD's discretion.

F. **Contractors:** MOPD will use and supervise its own delegate agents and contractors to perform the modification jobs under this Agreement.

G. **Legal Requirements**: All services provided by MOPD and its delegate agents or contractors will be performed in accordance with federal, state and municipal disability accessibility legal requirements.

H. **Reporting Requirements:** MOPD shall submit quarterly reports with year-to-date activity for each referred Qualified Disabled Household job. Information to be reported will include the (i) name, (ii) address, (iii) whether the household continues to be qualified for the HomeMod Program, (iv) project scope, (v) status of project completion, (vi) status of costs and expenditures, which will include lien waivers and construction draws.

Section 2.02 Performance Standards

MOPD shall perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by an entity performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. MOPD shall at all times use its best efforts to assure quality and timeliness in rendering and completing the Services. MOPD agrees that performing the Services in a satisfactory manner includes quickly responding to CHA's program related needs. Accordingly, MOPD shall return all telephone calls and respond to all electronic mail on a timely basis.

Section 2.03 MBE/WBE/DBE and Section 3 Compliance

For purposes of this Agreement, MOPD and its contractors are exempt from complying with the CHA's Minority, Women and Disadvantaged Business Enterprise ("MBE/WBE/DBE") requirements and the CHA's Section 3 requirements.

Section 2.04 Audit Requirement

The CHA retains an irrevocable right to independently or, through a third party, audit MOPD's books and records pertaining to this Agreement, and disallow any inappropriate billings upon written notice to MOPD. MOPD acknowledges the irrevocable right of HUD to independently, or through a third party, review and/or audit the MOPD's books and records pertaining to this Agreement. MOPD acknowledges that such right extends for three (3) years from the completion of Services, and will retain applicable records for no less than this term of years, or for such longer period as may be required by applicable laws or regulations.

Section 2.05 Confidentiality

MOPD agrees that any information it receives from the CHA that contains the personal identification of CHA tenants or their household members, or their specific addresses and unit numbers ("Confidential Information") shall not be distributed by MOPD to any individual or organization without the prior written approval of the CHA, other than to courts of competent jurisdiction or administrative agencies pursuant to a subpoena or an agency of the Federal or State Government or as may be required in response to a request under the Illinois Freedom of Information Act ("FOIA"). MOPD shall notify the CHA of any such request or subpoena for information promptly, but in any event prior to the required disclosure date.

Section 2.06 Force Majeure

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

ARTICLE 3 TERM OF AGREEMENT

Section 3.01 Term

This Agreement shall commence on _____, 2019 and shall continue for a four-year term through _____2023 (the "Term") or until the Agreement is terminated in accordance with its terms, whichever occurs first. The Services shall be completed during the Term unless otherwise mutually agreed upon by the parties in writing.

Section 3.02 Options

There shall be one (1) additional one-year option to extend the Agreement. 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. CHA shall notify MOPD One Hundred Eighty and 00/100 (180) days in advance of the expiration of the Term of its intent to exercise its option.

ARTICLE 4 COMPENSATION, PAYMENTS

Section 4.01 Amount of Compensation

Each party hereto will undertake the duties and obligations of this Agreement without compensation from the other party, other than the Modification Fund payments referred to below.

Section 4.02 Payment

As of the Effective Date, MOPD has available $40,102.09 in unused Modification Funds. CHA shall pay MOPD a single payment of $51,897.91 in additional Modification Funds not later than 30 calendar days after the Effective Date. Thereafter, the CHA anticipates making Modification Fund payments of not less than $92,000.00 per year within 30 calendar days following the anniversary of the Effective Date. Notwithstanding the foregoing, CHA retains discretion to decrease or increase the amount of the Modification Fund payments, depending upon funding available to the CHA and demonstrated demand for the HomeMod Program.

Disputes over invoices, payments or accompanying information, if any, shall be resolved as set forth in Article 5 hereof.

Section 4.03 Non-Appropriation

Funding for this Agreement is subject to the availability of Federal funds from HUD and the approval for the use of such funding for the HomeMod Program by the CHA Board of Commissioners. 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 CHA for payments to be made under this Agreement, then the CHA shall promptly notify MOPD of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or when the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to MOPD under this Agreement beyond those amounts appropriated and budgeted by the CHA to fund payments hereunder.

In the event that CHA has funds available, and those funds are appropriated for the services/programs covered by this Agreement, then CHA, in its sole discretion, may increase the amount of Compensation by written notification to MOPD. In the event that CHA pays MOPD the total amount of Compensation for the Services without providing written notification of an increase in the amount of Compensation, no further payments shall be made under this Agreement unless and until (a) CHA has provided written notification of an increase in the amount of Compensation.

ARTICLE 5 DISPUTES

A dispute between the CHA and MOPD involving this Agreement that has not been resolved shall be referred to the Commissioner of MOPD ("Commissioner") and the CHA's Chief Executive Officer ("CEO"). Either party may give written notice of the dispute to both the Commissioner and the CEO, who shall meet within 30 days of notification to resolve the dispute. In the event the Commissioner and the CEO fail to resolve the dispute, each party may pursue its remedies at law, provided it does so within one (1) year of the date notification of the dispute is given.

ARTICLE 6 RISK MANAGEMENT

Section 6.01 Insurance to be Provided by MOPD

A. Insurance to be provided by MOPD.

1. Workers Compensation and Occupational Disease Insurance

   Workers Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois along with Employer's Liability Insurance in an amount of not less than $500,000/$500,000/$500,000.

2. Commercial/General Liability Insurance written on an occurrence form (Primary and Excess Liability)

Commercial/General Liability Insurance provided is to have limits of not less than One Million Dollars ($1,000,000) per occurrence with an Aggregate of not less than Two Million Dollars ($2,000,000) (i.e. $1,000,000/$2,000,000). In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, and Personal & Advertising Injury.

3. Motor Vehicles

When any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, MOPD shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence CSL, for bodily injury and property damage.

4. Excess Liability

n/a

5. Self Insurance

It is agreed to and understood that the City is self-insured for the required insurance coverages listed above.

B. Subcontractor Insurance Requirements

MOPD may hire delegate agents and/or subcontractors to perform the Services described in Section 2.01 of this Agreement and shall require any and all such subcontractors to provide and maintain, at the subcontractor's own expense, the coverage and requirements specified above, subject, however, to the following lower minimum limits:

Workers compensation: $100,000 per occurrence
CGL: $500,000 per occurrence
Motor vehicle: $300,000 per occurrence

Each such delegate agent or subcontractor shall be required to name the CHA and the City of Chicago to their Commercial General Liability and Automobile Liability Insurance as additional insureds on a primary, non-contributory basis. Prior to the performance of Services under this Agreement, each such delegate agent or subcontractor shall furnish its original Certificate of Insurance evidencing the required coverage and additional insureds endorsements.

Section 6.02 Indemnification

The City shall require any subcontractors it retains to perform Services under this Agreement to indemnify, defend and hold harmless the CHA, its officers, officials, employees, and agents harmless from and against any and all liabilities, losses, penalties, damages,

settlements, environmental liability, costs, charges, professional fees (including reasonable attorney fees, and other costs and expenses of litigation) and all other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every nature and character (collectively "Claims") to the extent arising directly or indirectly out of the negligent acts, omissions or misconduct of the subcontractor, its agents, employees and its subcontractors at any lower tier in connection with this Agreement.

The CHA shall have the right, at is option, to participate in the defense of any suit without relieving the subcontractor of any of its obligations under this Section 6.02. The subcontractor shall expressly agree that the requirements set forth in Section 6.02 are separate from and not limited by the subcontractor's obligation to procure and maintain insurance pursuant to any other section of this Agreement and that the obligations of this Section 6.02 shall survive the expiration or termination of this Agreement.

Section 6.03 No Damages for Delay

MOPD shall have no claim against the CHA for damages arising from the CHA's suspension of work or delay of work, provided, however, that (i) the CHA notifies MOPD of a suspension or delay in writing as set forth in Sec. 10.01 hereof, and (ii) the CHA shall pay MOPD for all work performed by MOPD under this Agreement prior to the date of such notification.

ARTICLE 7 TERMINATION

Either party may terminate this Agreement, or all or any portion of the Services to be performed under it, for convenience at any time by giving 30 days' notice in writing to the other party.

The CHA may at any time request that the MOPD suspend its Services or any part thereof by giving ten (10) business days prior written notice to the MOPD or without notice in the event of an emergency. The MOPD shall promptly resume performance of such Services under the same terms and conditions as stated herein when requested to do so by the CHA. No suspension of this Agreement shall in the aggregate exceed a period of (30) days. If the total number of days of suspension exceeds thirty (30) days, the MOPD shall treat such suspension as a termination for convenience.

ARTICLE 8 SPECIAL CONDITIONS

Section 8.01 Warranties and Representations

MOPD warrants that:

A. it and, to the best of its knowledge, its subcontractors, are not in violation of 18 U.S.C. §666(a)(1) and the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. (1989), as amended; also, that it has read the provisions of 18 U.S.C. §666(a) (2) and the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. and warrants that it and its officers and employees will comply with the provisions set forth therein; and also that it has read the CHA's Ethics Policy (attached as Exhibit B) and hereby agrees to comply with its provisions;

B. that no officer, agent or employee of the CHA is employed by MOPD or has a financial interest directly or indirectly in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the CHA Board of Commissioners and that no payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of any contractor, sub-contractor or sub-grantees to MOPD or higher tier sub-contractors or anyone associated therewith, as an inducement for the award of a contract or order; and the MOPD further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions set forth herein shall be voidable as to the CHA;

C. that it shall not knowingly use the services of any ineligible entity for any purpose in the performance of its Services under this Agreement; and

D. that it and its contractors, sub-contractors, or sub-grantees, if any, are not in default at the time of the execution of this Agreement, or deemed by the CHA's Director of the Purchasing and Contracts Department to have, within five (5) years immediately preceding the date of this Agreement, been found to be in default on any agreement awarded by the CHA and/or HUD.

Section 8.02 Conflict of Interest

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 and/or CHA employee shall be entitled to any share or part of this Agreement or to any financial benefit arising from it.

MOPD covenants that it and its employees, and its subcontractors presently have no interest and shall acquire no interest, direct or indirect, in this Agreement which would conflict in any manner or degree with the performance of the Services hereunder. MOPD further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Additionally, pursuant to the conflict of interest requirements in 2 CFR §200.318(c)(1), no person who is an employee, agent, consultant, officer, or appointed official of the CHA and who exercises or has exercised any functions or responsibilities with respect to HUD assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such HUD activities, may obtain a financial interest or benefit from

the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for 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.

MOPD also represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. Subsection 1352, and related rules and regulations set forth at 54 Fed. Reg. 52309 (1989), as amended.

Section 8.03 Non-liability of Public Officials

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

Section 8.04 Independent Contractor

MOPD and its subcontractors shall perform under this Agreement as independent contractors to the CHA and not as a representative, employee, agent, joint venturer or partner of the CHA.

ARTICLE 9 GENERAL CONDITIONS

Section 9.01 Entire Agreement

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

Section 9.02 Counterparts

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

Section 9.03 Amendments

No changes, amendments, modification, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of MOPD and by the Chief Executive Officer of the CHA or their respective designees. The CHA shall incur no liability for additional Services without a written amendment to this Agreement pursuant to this Section. Renewals of this Agreement shall be in writing and shall be made pursuant to the requirements of Section 3.02 hereof.

Section 9.04 Compliance with All Laws/Governmental Orders

A. The MOPD shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement. Provision(s) required by law, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion; however, in no event shall the failure to insert such provisions prevent the enforcement of this Agreement.

B. The MOPD 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, local authority.

Section 9.05 Compliance with HUD Regulations

MOPD shall comply with all the provisions of HUD Regulations, and all applicable Federal state and local laws, ordinances, rules, regulations and executive or other governmental orders including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in 2 C.F.R. Part 200, et seq., as amended; Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), as amended; Fair Housing Act (42 U.S.C. 3601 et seq.), as amended; Executive Order 11,063 (27 Fed Reg. 11,527), as amended by Executive Order 12,259 (46 Fed. Reg. 1253); Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), as amended; Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; Davis-Bacon Act (40 U,S.C, 276a-276a-5), as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), as amended; National Environmental Policy Act of 1969 (42 USC 4321 et seq.), as amended; Clean Air Act (42 U.S.C. 7401 et seq.), as amended; Federal Water Pollution Control Act (33 U.S.C. 1251), as amended; Flood Disaster Protection Act of 1973 (42 U.S.C. 4106); Uniform Relocation Assistance and Real Property Development Acquisition Policies Act of 1970 (42 U.S.C. 4601); Executive Order 11246, as amended by Executive Orders 12,086 and 11,375; Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 483 l(b)); Executive Order 12,372; Copeland "Anti-Kickback" Act (18 U.S.C. §874 and 40 U.S.C.§276); Byrd "Anti-Lobbying" Amendment (31 U.S.C. 1352), as amended; and Debarment and Suspension (Executive Orders 12,549 and 12,689) and related guidance at 2 C.F.R. 180 et seq.

Section 9.06 Governing Law

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Each party hereby irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. If any action is brought by MOPD 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 9.07 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 9.08 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 gender. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

Section 9.09 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 9.10 Waiver

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

Section 9.11 CHA Inspector General

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

ARTICLE 10 COMMUNICATION AND NOTICES

Section 10.01 Communication Between the Parties

All verbal and written communication including required reports and submissions between MOPD and CHA shall be through MOPD's Program Director of the HomeMod Program and CHA's Fair Housing Director No verbal or written communication between the parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the Federal Rules of Civil Procedure, the local rules of the Circuit Court of Cook County, and the local rules governing U.S. District Court for the Northern District of Illinois.

Section 10.02 Notices

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

Karen Tamley, Commissioner
Mayor's Office for People with Disabilities
City Hall, Room 104
121 North LaSalle Street
Chicago, IL 60602

with copies to:

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

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

Deputy Chief HCV Officer
Chicago Housing Authority, 10th Floor
60 E. Van Buren St.
Chicago, Illinois 60605

with copies to:

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

ARTICLE 11 AUTHORITY

Section 11.01 CHA Authority

Execution of this Agreement is authorized by resolution of the CHA's Board of Commissioners approving this Agreement on September 18, 2018.

Section 11.02 MOPD's Authority

Execution of this Agreement by MOPD is authorized by an ordinance enacted by the City Council of the City of Chicago on _____.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

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

CITY OF CHICAGO,
ACTING BY AND THROUGH ITS MAYOR'S OFFICE
FOR PEOPLE WITH DISABILITIES

_____
COMMISSIONER

CHICAGO HOUSING AUTHORITY

By: _____
Dionna Brookens
Chief Procurement Officer

Approved as to form and legality:

_____
By: James L. Bebley
Title: Chief Legal Officer

EXHIBIT A

Form of HomeMod Program Application

Chicago Housing Authority's HCV Structural Modification Fund
Release of Information Form

Your reasonable accommodation request with Chicago Housing Authority (CHA) for a structural modification(s) to be funded through CHA's Housing Choice Voucher (HCV) Structural Modification Fund has been approved. CHA will provide funding for your requested structural modifications approved by CHA, subject to any terms, conditions or limitations provided to you in association with this approval. The Chicago Mayor's Office for People with Disabilities (MOPD) and its contractors will perform and/or complete these modifications. You are required to agree to all MOPD Home Mod Program policies and procedures before MOPD can begin the process to commence or complete your structural modification(s). In order to facilitate the CHA's coordination and cooperation with MOPD, you must agree to authorize the CHA to release the related information regarding your approved structural modification as a reasonable accommodation to MOPD by submitting this signed form to CHA, which must be received by the CHA before CHA can refer your reasonable accommodation for structural modification(s) to MOPD.

Release of Information

I, _____, authorize the CHA to share and discuss my disability, reasonable accommodation request for a structural modification and related documents with official CHA employees and MOPD, including contractors and subcontractors of CHA and MOPD for the purposes of facilitating the consideration, review or determination of my eligibility for assistance under the Structural Modification Fund, as well as my anticipated or actual participation in the activities of the Structural Modification Fund program.

The information may be shared: in person, by phone, by fax, by mail or by e-mail, or by other means deemed appropriate between the CHA and MOPD.

I understand that: I do not have to sign a release form; I do not have to allow the CHA to share my information among officials at CHA and MOPD, including employees, contractors and subcontractors of CHA and MOPD; signing this release form is completely voluntary; and that this release is limited to my disability/reasonable accommodation request for a structural modification.

I understand that if I do not submit a signed release form to CHA, CHA cannot complete my approved reasonable accommodation request for a structural modification to be funded by CHA's HCV Structural Modification Fund.

I also understand that the CHA, MOPD, and I may not be able to control what happens to my information once it has been released to the above person or agency, and that the agency or

person receiving information pursuant to this authorization and release may be required by law or practice to share it with others.

I have read this form and I agree to adhere to its terms. I understand that this Release of Information is valid when I sign it and that I may withdraw my consent to this release at any time.

_____ _____

Client Signature Date

_____ _____

CHA Employee Signature Date

EXHIBIT B

CHA Ethics Policy

[see attached]