

**CHA CONTRACT NO. 11446
AMENDMENT NO. 2**

This Amendment No. 2 to Professional Services Agreement, made effective as of June 29, 2017, by and between the **Chicago Housing Authority ("CHA")**, and **Cannon Cochran Management Services, Inc.** (the "Contractor"), is an amendment to the terms set forth in that certain Professional Services Agreement, Contract No. 11446 (originally dated as of July 1, 2014, and as amended thereafter, the "Contract" or "Agreement"), between CHA and Contractor.

RECITALS

WHEREAS, the CHA and the Contractor previously entered into the Agreement for Third Party Administrator Services ("TPA") to manage CHA's General Liability, Worker's Compensation, First Party Property, Auto, Employment Practice and Public Officials Liability Claims and General Liability claims and the CHA's Property Managers Insurance Program ("PMIP") for a contract amount of \$307,690.00 for the two-year base term of July 1, 2014 through June 30, 2016;

WHEREAS, the CHA and the Contractor entered into Amendment No. 1 to the Agreement, where the CHA exercised the first of its three, one-year option terms, extending the Agreement for the term of July 1, 2016 through June 30, 2017 for the amount of \$158,845.00, increasing the total contract amount to \$466,535.00;

WHEREAS, the CHA desires to exercise the second option to extend the Agreement for the period of July 1, 2017 through June 30, 2018 in accordance with the provisions of Section 3.02 of the Agreement; and

WHEREAS, the Contractor is ready willing and able to continue serving as a TPA for CHA as set forth in the Agreement for an additional one-year term.

NOW, THEREFORE, in consideration of the mutual agreements, promises and covenants contained herein and in the Agreement, as amended hereby, the parties hereto, intending to be legally bound, hereby agree to the following modifications as follows:

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

2. Article 3.01 Term of Agreement

The term of the Agreement is extended for the second option period, effective from July 1, 2017 through June 30, 2018 (the "Second Option Term"), or until the Agreement is terminated in accordance with its terms, whichever occurs first.

3. Article 4.01 Compensation

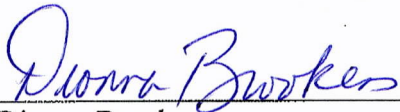
The not-to-exceed amount for Contractor's compensation for all the services

required under the Agreement for the Second Option Term is One Hundred Fifty-Nine Thousand Eight Hundred Forty-Five and 00/100 Dollars (\$159,845.00), resulting in new total not-to-exceed compensation in the amount of Six Hundred Twenty-Six Thousand Three Hundred Eighty and 00/100 Dollars (\$626,380.00).

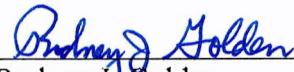
4. The Agreement is hereby modified in all other respects to give effect to the foregoing modifications and, as so modified, shall remain in full force and effect and shall continue to constitute the valid and binding obligations of the parties hereto. Except as modified hereby, the Agreement is hereby ratified, confirmed and approved.
5. This Amendment No. 2 has been executed, delivered and accepted and shall be deemed to have been made under and shall be governed by and construed in accordance with laws of the State of Illinois.
6. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the CHA and the Contractor have caused this Amendment No. 2 to the Agreement to be executed and become effective as of June 29, 2017.


CHICAGO HOUSING AUTHORITY

By: 
Dionna Brookens,
Chief Procurement Officer

**CANNON COCHRAN MANAGEMENT
SERVICES, INC.**

By: 
Rodney J. Golden,
Chief Operating Officer

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

By: 
James L. Bebley
Chief Legal Officer