

JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT

COMPLETE THIS SECTION IF NEW CONTRACT

For contract(s) in this request, answer applicable questions in each of the 4 major subject areas below in accordance with the Instructions for Preparation of Non-Competitive Procurement Form on the reverse side.

Request that negotiations be conducted only with Salesforce Inc for the product and/or services described herein.

This is a request for (One-Time Contractor Requisition # 19825, copy attached) or _____ Term Agreement or _____ Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" of all contracts within the _____ (Attach List) Pre-Assigned Specification No. _____ (Program Name) Pre-Assigned Contract No. _____

COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT

Describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following:

Contract #: _____ Company or Agency Name: _____
Specification #: _____ Contract or Program Description: _____
Mod. #: _____ (Attach List, if multiple)

Jenny Schuler 746-8715 Jenny Schuler Human Services 3/10/05
Originator Name Telephone Signature Department Date

Indicate SEE ATTACHED in each box below if additional space needed:

<input checked="" type="checkbox"/> PROCUREMENT HISTORY see attached
<input checked="" type="checkbox"/> ESTIMATED COST see attached
<input checked="" type="checkbox"/> SCHEDULE REQUIREMENTS see attached
<input checked="" type="checkbox"/> EXCLUSIVE OR UNIQUE CAPABILITY see attached
<input checked="" type="checkbox"/> OTHER see attached

APPROVED BY: Allyce C. Wójcicki 3-10-05
DEPARTMENT HEAD OR DESIGNEE DATE BOARD CHAIRPERSON DATE

**CITY OF CHICAGO
 PURCHASE REQUISITION**

Copy (Department)

DELIVER TO: 053-2005 CDHSCNTOFF 1615 W. CHICAGO AVE. 2ND, 3RD FLOORS Chicago, IL 60622	REQUISITION: 19825 PAGE: 1 DEPARTMENT: 53 - DEPARTMENT OF HUMAN SERVICES PREPARER: Marilyn Thomas NEEDED: APPROVED: 3/10/2005
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REQUISITION DESCRIPTION
 Purchase of Subscription License
 SPECIFICATION NUMBER: 34391

COMMODITY INFORMATION

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST
1	92021	32,000.00	USD	1.00	32,000.00
CDHS TO PROVIDE SERVICES TO CHA RESIDENTS VIA CHA'S DATABASE					

SUGGESTED VENDOR:

REQUESTED BY: Marilyn Thomas

DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	005	0893	0532005	0140	220140	0000	00000000	05BM6A	00000	0000	32,000.00
LINE TOTAL:											32,000.00

REQUISITION TOTAL: 32,000.00

PROCUREMENT HISTORY

The Chicago Department of Human Services has a current Intergovernmental Agreement (IGA) with the Chicago Housing Authority (CHA) to provide services to residents residing in CHA's family developments, residents living in CHA's scattered site communities and to Housing Choice Voucher holders who are referred by the CHA or its designee. The strategy employed is referred to as the "Service Connector". The current IGA is approximately \$20.5 million with adjustment in compensation yearly without City Council approval required. The current term of the IGA is January 1, 2005 to December 31, 2005 with the possibility of four, one-year extensions also without the approval of City Council.

As part of the IGA, CDHS must provide a) resource identification, b) systems advocacy and navigation, c) information and referral coordination, d) family dynamics and assessment, e) confidentiality policy, f) service provider delivery evaluation, g) interagency coordination, h) case management, i) interpersonal communication and j) data collection.

CHA has entered into a contract with Salesforce, Inc. dated July 1, 2004 to design a web-based system to capture the above specifically relating to the CHA's Plan for Transformation of family properties. CHA is requiring its use of all organizations that it currently contracts with performing comparable services. This requires organizations to purchase annual subscription licenses to access the system. CHA requires that CDHS also use this system until CDHS-Service Connector has a web-based data collection system. (The Service Connector Charter a component of the Enterprise Case Management system (ECM) will be available late in 2005 and at this time will interface with the Salesforce, Inc. system (subscription licenses). The BIS contract with Softscape, Inc. is the vendor contract which has designed and offers system licenses for the ECM.)

ESTIMATED COST

The cost is \$1,000 per annual license per site. Currently the Service Connector provides services at 32 sites or \$32,000 per year.

SCHEDULE REQUIREMENTS

As soon as CDHS has approval to purchase the subscription licenses, it can begin providing services to CHA residents and fulfilling its obligations under the current IGA.

EXCLUSIVE OR UNIQUE CAPABILITY

The system was designed specifically for the Plan for Transformation.

OTHER

The Master Subscription Agreement/Contract for the subscription licenses is between CHA and Salesforce, Inc. The subscription licenses are being made available to CDHS. If the Master Subscription Agreement/Contract is not renewed, CDHS cannot obtain subscription licenses.

Attached, please refer to the following:

- IGA Ordinance
- Executed IGA between Chicago Housing Authority and CDHS
- Memorandum from CHA requiring the use of subscription licenses for the sites
- Sales Force Order Form referencing Master Subscription Agreement
- Approved ITSC Form

Loans may not be used to purchase or improve real property.

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH CHICAGO HOUSING AUTHORITY
FOR PROVISION OF PROFESSIONAL SERVICES TO
RESIDENTS OF MULTI-FAMILY DEVELOPMENTS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 1, 2004.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the execution of an intergovernmental agreement between the City of Chicago and the Chicago Housing Authority regarding the Service Connector program, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Stroger, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, Brookins, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Austin, Colón, Banks, Mitts, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Schulter, M. Smith, Stone -- 47.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, The Chicago Housing Authority, a municipal corporation ("C.H.A."), operates family development complexes that serve families as well as Housing Choice Voucher holders ("Family Developments"), and now desires to retain the City to provide a set of lease compliance, service connector, case management, employment assistance services and other services ("Services") to the residents of the Family Developments and the Housing Choice Voucher holders served by the Family Developments; and

WHEREAS, The City, through its Department of Human Services ("D.H.S."), employs personnel and also contracts with delegate agencies and subcontractors with the expertise to provide the Services, and now desires to be retained by the C.H.A.; and

WHEREAS, The C.H.A. proposes an intergovernmental agreement ("Agreement") pursuant to which the C.H.A. will engage the City to provide the Services to the families residing in the Family Developments and the Housing Choice Voucher holders served by the Family Developments, and the Board of Commissioners of the C.H.A. has authorized the C.H.A. 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 by reference as if fully set forth herein.

SECTION 2. Subject to the approval of the Corporation Counsel as to form and legality, the Commissioner of D.H.S. ("Commissioner") or his or her delegate is hereby authorized to execute and deliver the Agreement with C.H.A. 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 the Agreement 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, and to enter into annual renewals of the

Agreement as provided therein. The Commissioner may approve and execute an amendment to increase the compensation paid to the City, so long as the amendment does not alter the nature of services provided pursuant to the Agreement or cause diversion of additional City personnel or City-owned resources to performance of the Agreement.

SECTION 3. The Commissioner is hereby authorized to enter into and execute all such delegate agency agreements as shall be necessary or advisable in connection with the implementation of the Agreement.

SECTION 4. 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 5. This ordinance shall be in full force and effect from and after the date of its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Intergovernmental Agreement

For Professional Services

Between

*The City Of Chicago,
Acting Through Its Department Of Human Services*

And

The Chicago Housing Authority.

This intergovernmental agreement for professional services (the "Agreement") is entered into as of this first (1st) day of January, 2005 (the "Effective Date") by and

between the Chicago Housing Authority (hereinafter referred to as the "C.H.A."), a municipal corporation of the State of Illinois and the City of Chicago acting through its Department of Human Services (hereinafter referred to as "C.D.H.S.").

Recitals.

Whereas, The C.H.A. 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 ("H.U.D."), and the State Housing Authorities Act, 310 ILCS 10/1, et seq., as amended, and other applicable laws, regulations and ordinances; and

Whereas, C.D.H.S. provides a set of coordinated supportive social services for residents of the City of Chicago and is able to provide such services as outlined in this Agreement at the price, terms and conditions specified herein; and

Whereas, The C.H.A. desires C.D.H.S. to provide these services for its residents as set forth in Section 2.01 and C.D.H.S. states that it is ready, willing and able to provide the services to C.H.A. residents as more specifically provided herein; and

Whereas, The C.H.A. and C.D.H.S. have the authority to enter into this intergovernmental agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq. and the Housing Cooperation Law, 310 ILCS 15/1, et seq.; and

Whereas, The C.H.A. and C.D.H.S. desire to enter into this Agreement to permit C.D.H.S. to provide the services for C.H.A. residents as set forth in Section 2.01,

Now, Therefore, In consideration of the mutual promises and the terms and conditions set forth herein, the C.H.A. and C.D.H.S. do hereby agree, as follows:

Article 1.

Incorporation Of Recitals.

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

Article 2.

C.D.H.S.'s Duties And Responsibilities.

Section 2.01 Services To Be Performed.

A. Scope Of C.D.H.S.'s Services.

The Services which C.D.H.S. shall provide under this Agreement are those described in this Section 2.01A (collectively, the "Services"). C.D.H.S. shall provide the Services in accordance with the standards of performance set forth in Section 2.02. The Services C.D.H.S. shall provide to residents residing in C.H.A.'s family developments, residents living in C.H.A.'s scattered site communities and to Housing Choice Voucher holders who are referred by the C.H.A. or its designee, include, but are not limited to, the following:

1. Implement the Service Connector strategy as negotiated by the parties in good faith.
2. Employ or engage sufficient personnel to provide Service Connector services.
3. Meet on a regular basis with C.H.A. staff and other City sister agencies to determine the progress of the implementation of the Service Connector model.
4. Disseminate information to residents and possible service providers regarding the Service Connector initiative and its benefits.
5. Contract with delegate agencies in a manner sufficient to ensure that every eligible family has the opportunity to access Service Connector.
6. Generate service plans, secure services and track progress to support families ability to sustain stable family life, economic self-sufficiency, lease compliance and integration in their communities.
7. Work with each private property manager at the Family Developments to ensure that corrective action plans are developed and implemented to help residents navigate issues that impact the overall management of property, such as lease compliance, property maintenance, social behavior and financial stability.
8. Train Service Connectors and Outreach Specialist personnel in the following protocols:

- a. Resource Identification.
- b. Systems Advocacy and Navigation.
- c. Information and Referral Coordination.
- d. Family Dynamics and Assessment.
- e. Confidentiality Policy.
- f. Service Provider Delivery Evaluation.
- g. Interagency Coordination.
- h. Case Management.
- i. Interpersonal Communication.
- j. Data Collection.

9. Work with employment service providers to assist a minimum target of families to obtain employment during the course of this Agreement.

B. Scope Of C.H.A. Responsibilities.

The C.H.A. agrees to provide sufficient office space, desks and chairs at each Family Development for the express use of C.D.H.S. staff. The C.H.A. shall be responsible for installing and maintaining a lock on each office space and providing janitorial services to each office space at said sites. C.D.H.S. shall maintain and secure each office and all office equipment and any files maintained within the office at said sites.

C.H.A. agrees to coordinate services between C.H.A.C., Property Managers, Mobility Counselor Program staff, Good Neighbor Program staff and C.D.H.S. Service Connector Model staff, delegate agencies and/or contractors to fulfill Services under this Agreement.

C.H.A. will share with C.D.H.S. information including, but not limited to, documents, data, reports, studies and/or findings in any form that will assist C.D.H.S. and/or its delegate agencies and/or contractors in the performance of the Services under this Agreement.

C. Reporting Requirements.

C.D.H.S. shall prepare and deliver to the C.H.A. all reports and information required for compliance with applicable law, and the parties shall mutually agree as to the type and frequency of any other documents to be delivered to the C.H.A. under this Agreement, including but not limited to data, studies, reports, findings or information in any form prepared or assembled either in hard copy or on diskette (collectively, "Reports"). The C.H.A. reserves the right to reject any and all Reports, which in the reasonable determination of the C.H.A. does not meet the intended level of completion or standard of performance specified in this Agreement.

Section 2.02 Performance Standards.

C.D.H.S. 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. C.D.H.S. shall at all times use its best efforts to assure quality, timeliness, efficiency and creativity in rendering and completing the Services. C.D.H.S. agrees that performing the Services in a satisfactory manner includes quickly responding to C.H.A.'s needs when those needs are clearly conveyed to C.D.H.S.

The C.H.A. shall direct all questions regarding program operations to C.D.H.S.'s project manager. Disputes over program operations that cannot be resolved shall be treated under Article 5 hereof.

Section 2.03 Ownership Of Documents, Records And Reports.

A. All Reports or information in any form prepared or assembled by, or provided to, C.D.H.S. under this Agreement are the property of the C.H.A.. During the performance of its Services, C.D.H.S. shall be responsible for any loss or damage to such Reports while in C.D.H.S.'s possession and shall restore any lost or damaged Reports and information at C.D.H.S.'s sole cost and expense.

B. C.D.H.S. and/or the City of Chicago shall maintain all books, records, documents, and adopt a system of accounting in accordance with generally accepted accounting principles and practices, to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred or in connection with C.D.H.S.'s performance under this Agreement. In addition, C.D.H.S. shall keep such books, records and documents in a safe place and make them available for audit, examination, excerpt, and transcription to be conducted by the C.H.A.,

H.U.D., the Comptroller General of the United States or their duly authorized representatives, and allow inspection, copying and abstracting for at least three (3) years after the final payment is made in connection with this Agreement and other pending matters are closed or as otherwise may be required under applicable law.

Section 2.04 Audit Requirement.

The C.H.A. retains an irrevocable right to independently or, through a third party, audit C.D.H.S.'s books and records pertaining to this Agreement and disallow any inappropriate billings upon written notice to C.D.H.S.

Section 2.05 Confidentially.

C.D.H.S. agrees that all, reports and documents prepared or assembled by C.D.H.S. pursuant to this Agreement are to remain confidential. Further, C.D.H.S. agrees that the reports and documents shall not be made available to any individual or organization, 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 Freedom of Information Act ("F.O.I.A.") without the prior written approval of the C.H.A.. C.D.H.S. shall notify the C.H.A. of any such request or subpoena for information immediately, but in any event prior to the required disclosure date.

Section 2.06 Subcontracts And Assignments.

C.D.H.S. shall not assign or subcontract this Agreement, or any portion thereof, without the express written approval of the C.H.A., which approval shall not be unreasonably withheld by the C.H.A. and shall be promptly provided. The absence of such express written approval shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

C.D.H.S. shall not assign any right to collect payment or any similar right to any C.D.H.S. delegate agency or contractor. The C.H.A. expressly reserves the right to assign or otherwise transfer all or any part of its rights or interests hereunder.

Section 2.07 Patents And Copyrights.

To the extent applicable, the C.H.A. reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for C.H.A. or H.U.D. 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 right of copyright or patent to which C.D.H.S. purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement.

Section 2.08 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 C.H.A. nor C.D.H.S. shall be liable to the other party for any nonperformance under this Agreement resulting from such event.

Article 3.

Term Of The Agreement.

Section 3.01 Term Of The Agreement.

This Agreement shall commence on the Effective Date first mentioned above and shall continue through December 31, 2005.

Section 3.02 Extension Options.

This Agreement may be extended for four (4) additional one (1) year periods under the same terms and conditions as provided in this Agreement, as may be amended from time to time, upon mutual agreement of the Parties. The Agreement shall be modified to reflect the time extension in accordance with the provisions of Section 9.03 hereof.

Article 4.

Compensation.

Section 4.01 Amount Of Compensation.

The C.H.A. shall pay to C.D.H.S. for the performance of this Agreement, a sum not-to-exceed Twenty Million Five Hundred Sixty-three Thousand Nine Hundred Eighty-seven and no/100 Dollars (\$20,563,987.00). C.D.H.S. agrees not to perform,

and waives any and all claims of payment for work which would result in billings beyond the Agreement price unless the parties have executed a written amendment to this Agreement authorizing said additional work and the payment therefor. C.D.H.S. recognizes and acknowledges that it has an affirmative duty to monitor its performance and billings to insure that the scope of work is completed within this not-to-exceed amount.

Section 4.02 Advance.

The C.H.A. may make one advance payment, not to exceed One Million Five Hundred Thousand and no/100 Dollars (\$1,500,000.00), provided that C.D.H.S. submits reasonable justification in writing to the C.H.A. demonstrating the need for such an advance for the provision of Services under this Agreement, and that the justification meets the reasonable satisfaction of the C.H.A.. If the parties mutually agree that such an advance is necessary for the provision of Services under this Agreement, the advance will be made within seven (7) days of when a mutual agreement has been reached in writing.

Section 4.03 Payment.

The C.H.A. shall provide C.D.H.S. with a standard billing format. Pursuant to the standard billing format, C.D.H.S. shall submit sufficiently detailed invoices that include payroll, costs and expenditures for provision of the services in the Program in accordance with the budget, which is attached hereto as (Sub)Exhibit I and incorporated by reference as if fully set forth herein.

Section 4.04 Non-Appropriation.

Funding for this Agreement is subject to 1) availability of Federal funds from H.U.D., 2) the approval of funding by C.H.A.'s Board of Commissioners. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the C.H.A. for payments to be made under this Agreement, then the C.H.A. shall promptly notify C.D.H.S. 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 funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to C.D.H.S. under this Agreement beyond those amounts appropriated and budgeted by the C.H.A. to fund payments hereunder.

*Article 5.**Disputes.*

A dispute between the C.H.A. and C.D.H.S. involving this Agreement that has not been resolved shall be referred to the Commissioner of C.D.H.S. ("Commissioner") and the C.H.A.'s chief executive officer ("C.E.O."). Either party may give written notice of the dispute to both the Commissioner and the C.E.O., who shall meet within 30 days of notification to resolve the dispute. In the event the Commissioner and the C.E.O. 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 C.D.H.S.**

C.D.H.S. shall procure, pay for and maintain at all times during the term of this Agreement the types of insurance specified below.

1. **Workers' Compensation And Employer's Liability.**

Workers' Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois covering all employees who are to provide a service under this Agreement and Employer's Liability Coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) for each accident or illness.

2. **Commercial General Liability (Primary And Umbrella).**

Commercial Liability Insurance or equivalent with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for bodily injury, personal injury and property damage liability.

3. **Automobile Liability.**

When any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, C.D.H.S. shall provide

Comprehensive Automobile Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for bodily injury and property damage.

4. Self-Insurance.

The C.H.A. acknowledges that C.D.H.S. is self-insured for the insurance requirements required by the C.H.A.

Section 6.02 Insurance Maintained By The C.H.A.

The C.H.A. maintains at all times during the term of this Agreement the types of insurance specified below.

1. Worker's Compensation And Employer's Liability.

Worker's Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois covering all employees who are to provide a service under this Agreement and Employer's Liability Coverage with limits of not less than One Hundred Thousand Dollars (\$100,000) for each accident or illness.

2. Commercial General Liability (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for bodily injury, personal injury and property damage liability.

3. Self-Insurance.

The C.H.A. may self-insure for the insurance requirements.

Article 7.

Termination.

Either party may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by one hundred eighty (180) days notice in writing to the other party.

Article 8.

Special Conditions.

Section 8.01 Warranties And Representations.

In connection with the execution of this Agreement, C.D.H.S. warrants and represents that C.D.H.S. 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; C.D.H.S. certifies 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. C.D.H.S. further warrants that it has read the C.H.A.'s Ethics Policy amended January 16, 2001 and hereby agrees to comply with its provisions.

Section 8.02 Conflict Of Interest.

- A. No member of the governing body of the C.H.A. or other units of government and no other officer, employee, or agent of the C.H.A. 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 C.H.A. employee shall be entitled to any share or part of this Agreement or to any financial benefit arising from it.

C.D.H.S. 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. C.D.H.S. 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 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 C.H.A. and who exercises or has exercised any functions or responsibilities with respect to H.U.D. assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such H.U.D. 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 (1) year thereafter.

- B. Furthermore, C.D.H.S. 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. 52,309 ff. (1989), as amended.

Section 8.03 Non-Liability Of Public Officials.

No official, employee, or agent of 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, because of either party's execution or attempted execution, or because of any breach hereof.

Section 8.04 Independent Contractor.

C.D.H.S. shall perform under this Agreement as an independent contractor to the C.H.A. and not as a representative, employee, agent, joint venturer or partner of the C.H.A.

Section 8.05 Section 3, H.U.D. Act Of 1968.

The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from H.U.D. and is subject to the requirements of Section 3 of the H.U.D. Act of 1968, as amended, 12 U.S.C. 1701u. C.D.H.S. agrees that it will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of H.U.D. set forth in 24 C.F.R. part 135, and all applicable rules and orders of H.U.D. issued thereunder. C.D.H.S. certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these regulations.

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 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, amendment, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of C.D.H.S. and by the Chief Executive Officer of the C.H.A. or his designee. The C.H.A. shall incur no liability for additional Services without a written amendment to this Agreement pursuant to this section.

Section 9.04 Compliance With All Laws/Governmental Orders.

- A. C.D.H.S. 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 including, but not limited to, the Uniform Administrative Requirements contained in 24 C.F.R. Section 85.1, et seq, 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. 251, et seq.), 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 12086 and 11375; Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 483 1(b)); 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); Drug Free Workplace Act of 1968 (41 U.S.C. 701, et seq.); and Debarment and Suspension

(Executive Orders 12549 and 12689). Additionally C.D.H.S. shall comply with the applicable provisions of OMB Circulars A-133, A-122, A-102, A-110 and A-87, as amended, succeeded or revised. 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. C.D.H.S. shall take such actions as may be necessary to comply promptly with any and all governmental orders imposed by any duly constituted government authority whether imposed by federal, state, county or municipal authority.

Section 9.05 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. Each party agrees that service of process on each party may be made, at the option of either party, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by each party. If any action is brought by C.D.H.S. against the C.H.A. concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

Section 9.06 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 (1) 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 9.07 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 plus 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 9.08 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 9.09 Cooperation.

C.D.H.S. and C.H.A. agree at all times to cooperate fully and in good faith with each other and to act in the best interests of the C.H.A. Family Development residents and Housing Choice Voucher holders served by the Family Developments. If this Agreement is terminated for any reason, or if it is to expire on its own terms, C.D.H.S. shall make every effort to assure in an orderly transition to another contractor, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with the reasonable requests and requirements of the C.H.A. in connection with the termination or expiration of this Agreement.

Section 9.10 Waiver.

Whenever under this Agreement the C.H.A. by a proper authority waives C.D.H.S.'s performance in any respect or waives a requirement or condition to either the C.H.A.'s or C.D.H.S.'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 C.H.A. may have waived the performance of a requirement or condition.

Article 10.

Communication And Notices.

Section 10.01 Communication Between The Parties.

All verbal and written communication including required reports and submissions between C.D.H.S. and C.H.A. shall be through C.D.H.S. program manager and C.H.A.'s Office of Programs. 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 local rules of the Circuit Court of Cook County, and the local rules governing United States District Court for the Northern District of Illinois.

Section 10.02 Notices.

Any notices sent to C.D.H.S. shall be mailed by ordinary mail, postage prepaid to:

Commissioner
Chicago Department of Human Services
1615 West Chicago Avenue
Chicago, Illinois 60622

with copies to

Finance and Economic Development
Division
Department of Law
City of Chicago
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602

and

Office of the Comptroller
Special Accounting Division
33 North LaSalle Street, Room 800
Chicago, Illinois 60602

Notices sent to the C.H.A. shall be mailed by certified mail, postage prepaid to:

Chief Executive Officer
Chicago Housing Authority
626 West Jackson Boulevard
Chicago, Illinois 60661

with a copy to:

General Counsel
Office of the General Counsel
Chicago Housing Authority
200 West Adams, Suite 2100
Chicago, Illinois 60606

Article 11.

Authority.

Section 11.01 C.H.A. Authority.

Execution of this Agreement is authorized by resolution of the C.H.A.'s Board of Commissioners approving this Agreement and pursuant to the United States Housing Act of 1937, 42 U.S.C. 437, et seq. regulations promulgated by H.U.D., and the State Housing Authorities Act, 310 ILCS 10/1, et seq., as amended, and other applicable laws, regulations and ordinances.

Section 11.02 C.D.H.S.'s Authority.

Execution of this Agreement by C.D.H.S. is authorized by ordinance enacted by the City Council of the City of Chicago on November 3, 2004.

In Witness Whereof, The C.H.A. and C.D.H.S. have executed this Agreement as of the date first written above.

City of Chicago,
Department of Human Services

Chicago Housing Authority

Carmelo Vargas,
Commissioner

Cheryl Straughter,
Managing Director of
Internal Affairs

Date: _____

Date: _____

Approved as to Legality and Form:

Office of the General Counsel
Chicago Housing Authority

By: _____
General Counsel

AUTHORIZATION FOR TRANSFER OF FUNDS FOR YEAR
2004 WITHIN CITY COUNCIL COMMITTEE ON
EDUCATION AND CHILD DEVELOPMENT.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 1, 2004.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the transfer of funds within the City Council Committee on Education and Child Development, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

cc: Molly McGrath
Rich Lewis, Law
Latonya Lumpkin
Alan Krathis, orig.

0688

INTERGOVERNMENTAL AGREEMENT

FOR PROFESSIONAL SERVICES

BETWEEN

**THE CITY OF CHICAGO
ACTING THROUGH ITS DEPARTMENT OF HUMAN SERVICES**

AND

THE CHICAGO HOUSING AUTHORITY

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THIS INTERGOVERNMENTAL AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is entered into as of this 1st day of January, 2005 (the "Effective Date") by and between the **CHICAGO HOUSING AUTHORITY** (hereinafter referred to as the "CHA"), a municipal corporation of the State of Illinois and the **CITY OF CHICAGO** acting through its Department of Human Services (hereinafter referred to as "CDHS").

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, CDHS provides a set of coordinated supportive social services for residents of the City of Chicago and is able to provide such services as outlined in this Agreement at the price, terms and conditions specified herein; and

WHEREAS, the CHA desires CDHS to provide these Services for its residents as set forth in Section 2.01 and CDHS states that it is ready, willing and able to provide the Services to CHA residents as more specifically provided herein; and

WHEREAS, the CHA and CDHS have the authority to enter into this intergovernmental agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and the Housing Cooperation Law, 310 ILCS 15/1 et seq.; and

WHEREAS, the CHA and CDHS desire to enter into this Agreement to permit CDHS to provide the Services for CHA residents as set forth in Section 2.01.

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

ARTICLE 1 INCORPORATION OF RECITALS

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

ARTICLE 2 CDHS'S DUTIES AND RESPONSIBILITIES

Section 2.01 Services to be Performed

A. Scope of CDHS's Services

The Services which CDHS shall provide under this Agreement are those described in this Section 2.01A (collectively, the "Services"). CDHS shall provide the Services in accordance with

the standards of performance set forth in Section 2.02. The Services CDHS shall provide to residents residing in CHA's family developments, residents living in CHA's scattered site communities, and to Housing Choice Voucher holders who are referred by the CHA or its designee, include, but are not limited to, the following:

1. Implement the Service Connector strategy as negotiated by the parties in good faith.
2. Employ or engage sufficient personnel to provide Service Connector services.
3. Meet on a regular basis with CHA staff and other City sister agencies to determine the progress of the implementation of the Service Connector model.
4. Disseminate information to residents and possible service providers regarding the Service Connector initiative and its benefits.
5. Contract with delegate agencies in a manner sufficient to ensure that every eligible family has the opportunity to access Service Connector.
6. Generate service plans, secure services and track progress to support families ability to sustain stable family life, economic self-sufficiency, lease compliance and integration in their communities.
7. Work with each private property manager at the Family Developments to ensure that corrective action plans are developed and implemented to help residents navigate issues that impact the overall management of property, such as lease compliance, property maintenance, social behavior and financial stability.
8. Train Service Connectors and Outreach Specialist personnel in the following protocols:
 - a. Resource Identification
 - b. Systems Advocacy and Navigation
 - c. Information and Referral Coordination
 - d. Family Dynamics and Assessment
 - e. Confidentiality Policy
 - f. Service Provider Delivery Evaluation
 - g. Interagency Coordination
 - h. Case Management
 - i. Inter-personal Communication
 - j. Data Collection

9. Work with employment service providers to assist a minimum target of families to obtain employment during the course of this Agreement.

B. Scope of CHA Responsibilities

The CHA agrees to provide sufficient office space, desks, and chairs at each Family Development for the express use of CDHS staff. The CHA shall be responsible for installing and maintaining a lock on each office space, and providing janitorial services to each office space at said sites. CDHS shall maintain and secure each office and all office equipment and any files maintained within the office at said sites.

CHA agrees to coordinate services between CHAC, Property Managers, Mobility Counselor Program staff, Good Neighbor Program staff and CDHS Service Connector Model staff, delegate agencies and/or contractors to fulfill Services under this Agreement.

CHA will share with CDHS information including, but not limited to, documents, data, reports, studies, and/or findings in any form that will assist CDHS and/or its delegate agencies and/or contractors in the performance of the Services under this Agreement.

C. Reporting Requirements

CDHS shall prepare and deliver to the CHA all reports and information required for compliance with applicable law, and the parties shall mutually agree as to the type and frequency of any other documents to be delivered to the CHA under this Agreement, including but not limited to data, studies, reports, findings or information in any form prepared or assembled either in hard copy or on diskette (collectively, "Reports"). The CHA reserves the right to reject any and all Reports, which in the reasonable determination of the CHA does not meet the intended level of completion or standard of performance specified in this Agreement.

Section 2.02 Performance Standards

CDHS 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. CDHS shall at all times use its best efforts to assure quality, timeliness, efficiency and creativity in rendering and completing the Services. CDHS agrees that performing the Services in a satisfactory manner includes quickly responding to CHA's needs when those needs are clearly conveyed to CDHS.

The CHA shall direct all questions regarding program operations to CDHS's project manager. Disputes over program operations that cannot be resolved shall be treated under Article 5 hereof.

Section 2.03 Ownership of Documents, Records and Reports

- A. All Reports or information in any form prepared or assembled by, or provided to, CDHS under this Agreement are the property of the CHA. During the performance of its Services, CDHS shall be responsible for any loss or damage to such Reports while in CDHS's possession and shall restore any lost or damaged Reports and information at CDHS's sole cost and expense.
- B. CDHS and/or the City of Chicago shall maintain all books, records, documents, and adopt a system of accounting in accordance with generally accepted accounting principles and practices, to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred or in connection with CDHS's performance under this Agreement. In addition, CDHS shall keep such books, records and documents in a safe place and make them available for audit, examination, excerpt, and transcription to be conducted by the CHA, HUD, the Comptroller General of the United States or their duly authorized representatives, and allow inspection, copying and abstracting for at least three (3) years after the final payment is made in connection with this Agreement and other pending matters are closed or as otherwise may be required under applicable law.

Section 2.04 Audit Requirement

The CHA retains an irrevocable right to independently or, through a third party, audit CDHS's books and records pertaining to this Agreement and disallow any inappropriate billings upon written notice to CDHS.

Section 2.05 Confidentiality

CDHS agrees that all Reports, reports and documents prepared or assembled by CDHS pursuant to this Agreement are to remain confidential. Further, CDHS agrees that the reports and documents shall not be made available to any individual or organization, 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 Freedom of Information Act ("FOIA") without the prior written approval of the CHA. CDHS shall notify the CHA of any such request or subpoena for information immediately, but in any event prior to the required disclosure date.

Section 2.06 Subcontracts and Assignments

CDHS shall not assign or subcontract this Agreement, or any portion thereof, without the express written approval of the CHA, which approval shall not be unreasonably withheld by the CHA and shall be promptly provided. The absence of such express written approval shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

CDHS shall not assign any right to collect payment or any similar right to any CDHS delegate agency or contractor. The CHA expressly reserves the right to assign or otherwise transfer all or any part of its rights or interests hereunder.

Section 2.07 Patents and Copyrights

To the extent applicable, 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 right of copyright or patent to which CDHS purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement.

Section 2.08 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 CDHS shall be liable to the other party for any nonperformance under this Agreement resulting in from such event.

ARTICLE 3 TERM OF THE AGREEMENT

Section 3.01 Term of the Agreement

This Agreement shall commence on the Effective Date first mentioned above and shall continue through December 31, 2005.

Section 3.02 Extension Options

This Agreement may be extended for four (4) additional one-year periods under the same terms and conditions as provided in this Agreement, as may be amended from time to time, upon mutual agreement of the Parties. The Agreement shall be modified to reflect the time extension in accordance with the provisions of Section 9.03 hereof.

ARTICLE 4 COMPENSATION

Section 4.01 Amount of Compensation

The CHA shall pay to CDHS for the performance of this Agreement, a sum not-to-exceed Twenty Million Dollars (\$20,563,987.00). CDHS agrees not to perform, and waives any and all claims of payment for work which would result in billings beyond the Agreement price unless the parties have executed a written amendment to this Agreement authorizing said additional work and the payment therefor. CDHS recognizes and acknowledges that it has an affirmative duty to monitor its performance and billings to insure that the scope of work is completed within this not-to-exceed amount.

Section 4.02 Advance

The CHA may make one advance payment, not to exceed \$1,500,000.00, provided that CDHS submits reasonable justification in writing to the CHA demonstrating the need for such an advance for the provision of Services under this Agreement, and that the justification meets the reasonable satisfaction of the CHA. If the parties mutually agree that such an advance is necessary for the provision of Services under this Agreement, the advance will be made within seven (7) days of when a mutual agreement has been reached in writing.

Section 4.03 Payment

The CHA shall provide CDHS with a standard billing format. Pursuant to the standard billing format, CDHS shall submit sufficiently detailed invoices that include payroll, costs and expenditures for provision of the services in the Program in accordance with the budget, which is attached hereto as Exhibit I and incorporated by reference as if fully set forth herein.

Section 4.04 Non-Appropriation

Funding for this Agreement is subject to 1) availability of Federal funds from HUD, 2) the approval of funding by CHA's Board of Commissioners. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the CHA for payments to be made under this Agreement, then the CHA shall promptly notify CDHS 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 funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to CDHS under this Agreement beyond those amounts appropriated and budgeted by the CHA to fund payments hereunder.

ARTICLE 5 DISPUTES

A dispute between the CHA and CDHS involving this Agreement that has not been resolved shall be referred to the Commissioner of CDHS ("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 CDHS

CDHS shall procure, pay for and maintain at all times during the term of this Agreement the types of insurance specified below.

1. Workers Compensation and Employers Liability

Workers Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois covering all employees who are to provide a service under this Agreement and Employers Liability Coverage with limits of not less than \$100,000 for each accident or illness.

2. Commercial General Liability (Primary and Umbrella)

Commercial Liability Insurance or equivalent with limits of not less than \$500,000 per occurrence for bodily injury, personal injury and property damage liability.

3. Automobile Liability

When any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, CDHS shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$500,000 per occurrence for bodily injury and property damage.

4. Self-Insurance

The CHA acknowledges that CDHS is self-insured for the insurance requirements required by the CHA.

Section 6.02 Insurance Maintained by the CHA

The CHA maintains at all times during the term of this Agreement the types of insurance specified below.

1. Workers Compensation and Employers Liability

Workers Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois covering all employees who are to provide a service under this Agreement and Employers Liability Coverage with limits of not less than \$100,000 for each accident or illness.

2. Commercial General Liability (Primary and Umbrella)

Commercial Liability Insurance or equivalent with limits of not less than \$500,000 per occurrence for bodily injury, personal injury and property damage liability.

3. Self-Insurance

The CHA may self insure for the insurance requirements.

ARTICLE 7 TERMINATION

Either party may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by 180 days notice in writing to the other party.

ARTICLE 8 SPECIAL CONDITIONS

Section 8.01 Warranties and Representations

In connection with the execution of this Agreement, CDHS warrants and represents that CDHS 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; CDHS certifies 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. CDHS further warrants that it has read the CHA's Ethics Policy amended January 16, 2001 and hereby agrees to comply with its provisions; and

Section 8.02 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 and/or CHA employee shall be entitled to any share or part of this Agreement or to any financial benefit arising from it.

CDHS 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. CDHS 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 OMB Circular A-102 and 24 CFR 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 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.

- B. Furthermore, CDHS 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. 52,309 ff. (1989), as amended.

Section 8.03 Non-liability of Public Officials

No official, employee, or agent of 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, because of either party's execution or attempted execution, or because of any breach hereof.

Section 8.04 Independent Contractor

CDHS shall perform under this Agreement as an independent contractor to the CHA and not as a representative, employee, agent, joint venturer or partner of the CHA.

Section 8.05 Section 3, HUD Act of 1968

The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701 u. CDHS agrees that it will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR part 135, and all applicable rules and orders of HUD issued thereunder. CDHS certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these regulations.

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 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, modifications, or discharge of this Agreement, or any part thereof,

shall be valid unless in writing and signed by the authorized agent of CDHS and by the Chief Executive Officer of the CHA or his designee. The CHA shall incur no liability for additional Services without a written amendment to this Agreement pursuant to this Section.

Section 9.04 Compliance with All Laws/Governmental Orders

- A. CDHS 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 including, but not limited to, the Uniform Administrative Requirements contained in 24 C.F.R. Section 85.1 et seq., 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 CFR Part 58); Clean Air Act (42 U.S.C. 7401 et seq.) Federal Water Pollution Control Act (33 U.S.C. 251 et seq.), 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 12086 and 11375; Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)); 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); Drug Free Workplace Act of 1968 (41 U.S.C. 701 et seq.); and Debarment and Suspension (Executive Orders 12549 and 12689). Additionally CCDHS shall comply with the applicable provisions of OMB Circulars A-133, A-122, A-102, A-110 and A-87, as amended, succeeded or revised. 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. CDHS shall take such actions as may be necessary to comply promptly with any and all governmental orders imposed by any duly constituted government authority whether imposed by Federal, state, county or municipal authority.

Section 9.05 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. Each party agrees that service of process on each party may be made, at the option of either party, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by each

party. If any action is brought by CDHS 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 9.06 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 9.07 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 plus 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 9.08 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 9.09 Cooperation

CDHS and CHA agree at all times to cooperate fully and in good faith with each other and to act in the best interests of the CHA Family Development residents and Housing Choice Voucher holders served by the Family Developments. If this Agreement is terminated for any reason, or if it is to expire on its own terms, CDHS shall make every effort to assure in an orderly transition to another contractor, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with the reasonable requests and requirements of the CHA in connection with the termination or expiration of this Agreement.

Section 9.10 Waiver

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

ARTICLE 10 COMMUNICATION AND NOTICES

Section 10.01 Communication Between the Parties

All verbal and written communication including required reports and submissions between CDHS and CHA shall be through CDHS program manager and CHA's Office of Programs. 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 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 CDHS shall be mailed by ordinary mail, postage prepaid to:

Commissioner
Chicago Department of Human Services
1615 West Chicago Avenue
Chicago, Illinois 60622

With copies to:

Finance and Economic Development Division
Department of Law
City of Chicago
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602

and

Office of the Comptroller
Special Accounting Division
33 North LaSalle Street, Room 800
Chicago, Illinois 60602

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

Chief Executive Officer
Chicago Housing Authority
626 West Jackson Boulevard
Chicago, Illinois 60661

With a copy to:

General Counsel
Office of the General Counsel
Chicago Housing Authority
200 West Adams, Suite 2100
Chicago, Illinois 60606

ARTICLE 11 AUTHORITY

Section 11.01 CHA Authority

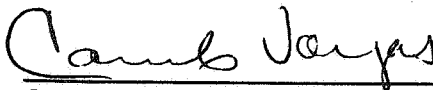
Execution of this Agreement is authorized by resolution of the CHA's Board of Commissioners approving this Agreement and pursuant to the United States Housing Act of 1937, 42 U.S.C. 437 et seq. regulations promulgated by HUD, and the State Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances.

Section 11.02 CDHS's Authority

Execution of this Agreement by CDHS is authorized by ordinance enacted by the City Council of the City of Chicago on December 1, 2004.

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

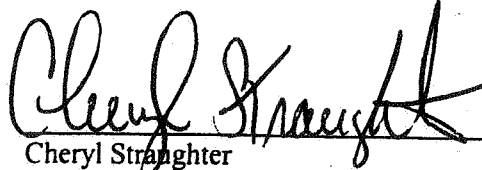
**CITY OF CHICAGO,
DEPARTMENT OF HUMAN SERVICES**



Carmelo Vargas
Commissioner

Date: 12-20-04

CHICAGO HOUSING AUTHORITY



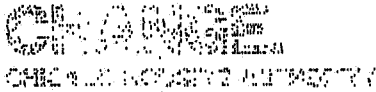
Cheryl Straughter
Managing Director of Internal Affairs

Date: 12/29/04

APPROVED AS TO LEGALITY AND FORM
OFFICE OF THIS GENERAL COUNSEL
CHICAGO HOUSING AUTHORITY

BY: _____

Sal Di...
GENERAL COUNSEL



Sharon Gist Gilliam
Chairperson

Lori Henley
Vice-Chairperson

Board of Commissioners

Hallie Amey

Earnest Gates

Dr. Mildred Harris

Michael Ivers

Martin Nesbitt

Carlos Ponce

Mary E. Wiggins

Sandra Young

Terry Peterson
Chief Executive Officer

Adrienne G. Minley
Chief of Staff

Gail A. Niemann
General Counsel

MEMORANDUM

Date: March 8, 2005

To: Molly McGrath, Chicago Department of Human Services

From: Meghan Harte *MH*

RE: Salesforce Licenses

Pursuant to the inter-governmental agreement between the Chicago Housing Authority and the Chicago Department of Human Services Service Connector Program, we require that each Service Connector site utilize the Salesforce database. The web-based data system will be required until CDHS utilizes the City of Chicago web-based ECM data system.

You are required to purchase a Salesforce license for each site. Currently you have 32 sites requiring 32 subscriptions at \$1000 per yearly subscription.

Thank you for your cooperation.

ORDER FORM

Contract 00071019:

Account: **Chicago Housing Authority**
 Contract Owner: **Rich Sheridan**
 Contract Start Date: **4/1/2005**
 Contract End Date: **3/31/2006**
 Contract Term (months): **12**

Order 02249069:

Order Start Date: **4/1/2005**
 Order End Date: **3/31/2006**
 Order Term (months): **12**
 Offer Valid Through: **3/31/2005**
 Order Total: **USD 32,000.00**

Contract Billing Information:

Billing Company Name: **City of Chicago**
 Billing Name: **Mona Patel**
 Billing Address: **1615 W. Chicago Ave**
Chicago, IL 60622
US
 Billing Language: **English**

Billing Email: **mpatel@cityofchicago.org**
 Invoice Dispatch Method:
 Billing Phone: **(312) 746-6317**
 Billing Fax: **(312) 746-4863**
 Payment Method: **Check**
 Payment Terms: **Due upon receipt**

Contract Special Terms:

This Order Form and all use of subscriptions purchased hereunder shall be governed in all cases by the Master Subscription Agreement between Chicago Housing Authority and salesforce.com, inc. dated July 1, 2004, all of the terms of which are incorporated herein by this reference as if the entity designated as "Billing Company" in this Order Form is "Customer" in that agreement. This Order Form is entered into between the entity designated as "Billing Company" and salesforce.com, inc.

Notwithstanding the stated Contract Term, this Order Form shall terminate on June 30, 2005 should Contract #0053766 expire with no renewal on June 30, 2005."

Contract Purchase and Pricing Conditions

Product	Billing Frequency	Description
Enterprise License	Annual	Unit price is USD 1,000.00

Order Items

Product	Billing Frequency	Order Term (months)	Monthly Price	Quantity	Total Price	Billing Reference
Enterprise License	Annual	12	USD 83.33	32	USD 32,000.00	
Total					USD 32,000.00	

Order Comments:

Use of subscriptions ordered above shall be governed in all cases by SFDC's Master Subscription Agreement agreed to between Customer and salesforce.com upon commencement of service.

SFDC

Customer

Signature

Name

Title

Date

Signature

Name

Title

Date

Processing Instructions:

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INFORMATION TECHNOLOGY STRATEGY COMMITTEE COMPUTER EXPENDITURES/SERVICES REVIEW FORM

Department requests for hardware/software and consulting services must be submitted to the Commissioner of Business and Information Services for review and approval prior to procurement of goods and/or services.

Human Services (CDHS)
Department Name

Service Connector
Program Name

03 / 04 / 05
Date request was initiated

Justification: Describe in detail; where products should shipped, PC imaging (if any), and why products or services needed.

CDHS has entered into an I&A to provide services to residents of the CHA. CHA has a contract with Salesforce Inc which has designed and supports a CHA database. CHA requires CDHS to use the database in its '05 I&A. CDHS requires 32 licences at \$1,000 per license for each of the 32 Service Connector sites. Each license is for one year.

Requests will not be processed without valid funding strip.

FY	FUND	DEPT	ORGN	APPR	OBJT	ACTV	RPTG (Grants Only)	PROJECT # (Enotes Only)
05	893	53	2005	0140	0140		BH6A	

Funding Strip

Jenny Schieler
Originator's Name (Please Print)

746 - 8715
Originator's Phone Number

Project Administrator
Originator's Job Title

Rafael Colon
ITSC Signature

APPROVALS

Carly Jayne
Department Head Signature (No Substitutes)

[Signature]
Commissioner of BIS Signature

 / /
ITS Committee Approval/Disapprove Date
(Assigned By BIS)

ITS Committee #

PG# For Order