OFFICE OF THE PURCHASING AGENT
COUNTY OF COOK

118 NORTH CLARK ST. ROOM 1018
CHICAGO, ILLINOIS 60602-1375
(312) 603-5370

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS AND DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO

81206

Deloitte & Touche
111 S Wacker
Chicago IL 60606

DATE
4/10/2008
F.O.B. POINT

PURCHASE ORDER NO.
161616 - 000- OP
REQUISITION NO.
00077378 OC

COOK COUNTY FEIN: 36-6006541
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

SHIP TO Chief Financial Officer - Bur of Financ
Cook County Building
118 N. Clark Street - RM 1127
Chicago IL 60602-1304

DELIVERY INSTRUCTIONS
SANDY HARDESTY 312-603-4458

DEPT NO	
4991619	Page 1 of 1

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	PROF AUDIT SERV PROFESSIONAL AUDIT SERVICES YEAR END FUNANCIAL STATEMTNS - 2007,2008,&2009 AS PER CONTRACT 08-41-127 AUTHORIZED BY COUNTY BOARD 12/18/2007 CONTRACT PERIOD 01/01/2008 THROUGH 12/31/2010 AMOUNT AUTHORIZED 2007 $1,400,000.00 AMOUNT ENCUMBERED THIS PO $650,000.00 NALANCE TO FOLLOW ON SEPARATE PO REQ#84991619	.00 JB	.0000	650,000.00	4991619.521000
	******* Total Order *******			650,000.00	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

Authorized Signature: _____ **Date:** _____

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.

PURCHASING AGENT **Date:** 4-15-08

Report: R56REQ2

Purchase Requisition

Office of the Purchasing Agent

Cook County of Illinois

41

08-41-127

Purchase Order Number

16161 5

Requisition # OC 77379 Contract #

Open Date

Ship To:	8000069	Chief Financial Officer - Bur Cook County Building 118 N. Clark Street - RM 1127 Chicago IL 60602-1304	Delivery Instructions: SANDY HARDESTY 312-603-4458	Supplier: 81206	Deloitte & Touche 111 S Wacker Chicago IL 60606

Buyer Number	724151 Supervisor 50
Bid/Sole Src Code	SSV
Business Unit	8991930
Internal Req Number	8899193001
Board Apr Date & Item	BRD APPROV 12/18/07 NEW ITEM#1
Requisition Date	2/11/2008
Date Needed	2/11/2008

One Time Purchase ___ Yes ___ No Covers Need for ___months. Specific Period of time _____ thru _____ Prior Contract No. _____ Expiration Date _____ Emergency No. _____

Line #	Commodity	Description	Bal. on Hand	Quantity	UOM	Est. Unit Cost	Extended Cost	Business Unit and Object Account
1.000	961	PROF AUDIT SERV	< >		JB	.0000	250,000.00	8991930.521000

PROFESSIONAL AUDIT SERVICES - 3YRS
YEAR END FINANCIAL STATEMENTS - 2007,2008, & 2009
AS PER CONTRACT
AUTHORIZED BY COUNTY BOARD
AMOUNT AUTHORZED 2007 $1,400,000
AMOUNT ENCUMBERED THIS PO $250,000
BALANCE TO FOLLOW ON SEPARATE POS
REQ#8899193001

Total of Items Ordered 250,000.00

RECEIVED
OFFICE OF THE
PURCHASING AGENT
08 FEB 13 PM 4:09

ON BUDGET HOLD

Name: L/Tom

Date: 4/10

Removed BH: _____

Please return these documents to The Office of the Purchasing Agent

CERTIFICATION

I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dept. no., account & activity numbers indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is a sufficient unencumbered balance in the account to grant same.

Donna L Alexander

REQUISITIONER

BUREAU or DEPARTMENT HEAD

CCA

APPROVED BUDGETARY ACCOUNT

PURCHASING USE ONLY

ACCT # BG

DATE _____ BY _____

NEW ITEMS

Meeting of the Cook County Board of Commissioners
County Board Room, County Building
Tuesday, December 18, 2007, 10:00 A.M.
* *

PROPOSED CONTRACT

ITEM #1

Transmitting a Communication, dated December 12, 2007 from

DONNA L. DUNNINGS, Chief Financial Officer, Bureau of Finance

requesting authorization for the Purchasing Agent to enter into a three (3) year contract with Deloitte & Touche, Chicago, Illinois, to audit the County's annual financial statements included in the County's Comprehensive Annual Financial report (CAFR); the financial statements included in the Health Facilities Report and the Clerk of the Circuit Court Agency Fund, and to audit the schedule of federal financial assistance included in the Single Audit Report. The contract would be for the County's annual audit for fiscal years 2007 through 2009, subject to an annual review and at the sole option of the County Board, with the possibility of renewal for subsequent years.

A Request for Proposals (RFP) to audit the County's financial statements for fiscal years ending November 30, 2007 through November 30, 2009 was issued on September 6, 2007. Six (6) firms of certified public accountants responded to the RFP. The responses were evaluated based on the expertise and experience on comparable governmental and health care engagements, the overall adequacy of the audit approach, the quality of the firm's personnel and total cost.

The maximum fee for the FY2007 audit is $1,400,000.00 [$500,000.00 – (490-265 Account); $650,000.00 – (499-265 Account); and $250,000.00 – (899-265 Account)].

Contract period: January 1, 2008 through December 31, 2010.

Approval of this item would commit Fiscal Year 2008.

In accordance with Cook County Code Section 2-108(z)(1) Amendment or suspension of rules, Commissioner Daley, seconded by Commissioner Silvestri, moved to suspend Section 2-108(h)(1) Prior notice to public; agendas. **The motion carried unanimously.**

Commissioner Daley, seconded by Commissioner Butler, moved that the County Purchasing Agent be authorized to enter into the requested contract. **The motion carried unanimously.**

PROPOSED RESOLUTIONS

ITEM #2

Submitting a Proposed Resolution sponsored by

JOSEPH MARIO MORENO, County Commissioner

PROPOSED RESOLUTION

RESOLUTION PROPOSING FINANCIAL AND IMPACT REPORTING FOR ORGANIZATIONS FUNDED WHOLLY OR IN PART BY COOK COUNTY

WHEREAS, Cook County government is charged with presenting a balanced budget each fiscal year, as mandated by the Illinois Constitution; and

WHEREAS, the budget process and the budget itself should be transparent so as to allow for proper scrutiny by the public, whose tax dollars help fund it; and

WHEREAS, a transparent budget allows the Cook County Board of Commissioners to also properly scrutinize and adjust it if necessary, through the amendment process, to help identify and eliminate wasteful spending, as well as improve efficiencies; and

WHEREAS, Cook County government has an approximately $3 billion budget and allocates portions of it to fund independent organizations, either directly or through one of its various departments; and

Deloitte & Touche LLP
111 South Wacker Drive
Chicago, IL 60606

www.deloitte.com

RECEIVED
JAN 31 2008
BY:
RECEIVED
OFFICE OF THE
PURCHASING AGENT
08 FEB 13 PM 4:09

December 12, 2007

Ms. Donna L. Dunnings
Chief Financial Officer
118 N. Clark Street, Room 1127
Chicago, IL 60602

Re: Best and Final Offer

Dear Ms. Dunnings:

Thank you for the opportunity to meet with the Evaluation Committee yesterday.

We are pleased to present a Best and Final Offer for our professional fees. This letter updates our proposal for Professional Audit Services, dated October 18, 2007.

All other aspects of our proposal, including our team, "integrated audit" approach, training sessions, and projected future year inflationary fee increases, will remain the same.

The following table outlines our REVISED fees for the services requested. The revised amount represents a reduction of $80,000 from our original proposal.

Audit Area	2007	2008	2009
CAFR and Basic Financial Statements	$804,000	$844,000	$887,000
Bureau of Health	354,000	372,000	391,000
OMB Circular A-133	140,000	147,000	154,000
Clerk of the Circuit Court	102,000	107,000	112,000
Total	**$1,400,000**	**$1,470,000**	**$1,544,000**

We would be pleased to continue to work with the County. Our team is prepared to begin upon approval and contracting. Please contact me at 312-486-3044 or phagan@deloitte.com with any questions.

Sincerely,

Deloitte & Touche LLP

By: Patrick J. Hagan, Partner

Cc: Michael N. Mayo

NEW ITEMS

Meeting of the Cook County Board of Commissioners
County Board Room, County Building
Tuesday, December 18, 2007, 10:00 A.M.
* *

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NEW ITEMS

Meeting of the Cook County Board of Commissioners
County Board Room, County Building
Tuesday, December 18, 2007, 10:00 A.M.
* *

PROPOSED CONTRACT

ITEM #1

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DONNA L. DUNNINGS, Chief Financial Officer, Bureau of Finance

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RECEIVED
OFFICE OF THE
PURCHASING AGENT
08 FEB 13 PM 4:09

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PROPOSED RESOLUTIONS

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WHEREAS, Cook County government has an approximately $3 billion budget and allocates portions of it to fund independent organizations, either directly or through one of its various departments; and

OFFICE OF THE PURCHASING AGENT
COUNTY OF COOK

118 NORTH CLARK ST. ROOM 1018
CHICAGO, ILLINOIS 60602-1375
(312) 603-5370

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS AND DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO

81206
Deloitte & Touche
111 S Wacker
Chicago IL 60606

DATE
4/10/2008
F.O.B. POINT

PURCHASE ORDER NO.
161615 - 000- OP
REQUISITION NO.
00077379 OC

COOK COUNTY FEIN: 36-6006541
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

SHIP TO Chief Financial Officer - Bur of Financ
Cook County Building
118 N. Clark Street - RM 1127
Chicago IL 60602-1304

DELIVERY INSTRUCTIONS
SANDY HARDESTY 312-603-4458

DEPT NO	
8991930	Page 1 of 1

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	PROF AUDIT SERV PROFESSIONAL AUDIT SERVICES YEAR END FINANCIAL STATEMENTS - 2007,2008, & 2009 AS PER CONTRACT 08-41-127 AUTHORIZED BY COUNTY BOARD 12/18/2007 CONTRACT PERIOD 01/01/2008 THROUGH 12/31/2010 AMOUNT AUTHORZED 2007 $1,400,000.00 AMOUNT ENCUMBERED THIS PO $250,000.00 BALANCE TO FOLLOW ON SEPARATE PO REQ#88991930	.00 JB	.0000	250,000.00	8991930.521000
	******* Total Order *******			250,000.00	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)
I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

Authorized Signature: _____ **Date:** _____

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.
PURCHASING AGENT **Date:**
Tricia Cole 4-15-08

Report: R56REQ2

Purchase Requisition

Office of the Purchasing Agent 41

Cook County of Illinois

08-41-127

Purchase Order Number

161616

Requisition # OC 77378 Contract #

Open Date

Ship To:	8000069	Chief Financial Officer - Bur Cook County Building 118 N. Clark Street - RM 1127 Chicago IL 60602-1304	Delivery Instructions: SANDY HARDESTY 312-603-4458	Supplier: 81206	Deloitte & Touche 111 S Wacker Chicago IL 60606

Buyer Number 724151 Supervisor 50
Bid/Sole Src Code SSV
Business Unit 4991619
Internal Req Number 8499916191
Board Apr Date & Item BRD APPROV 12/18/07 NEW ITEM#1
Requisition Date 2/1/2008
Date Needed 2/1/2008

One Time Purchase ____ Yes ____ No Covers Need for ____months. Specific Period of time _____ thru _____ Prior Contract No. _____ Expiration Date _____ Emergency No. _____

Line #	Commodity	Description		Bal. on Hand	Quantity	UOM	Est. Unit Cost	Extended Cost	Business Unit and Object Account
1.000	961	PROF AUDIT SERV	< >		JB	.0000	650,000.00	650,000.00	499 619.521000

PROFESSIONAL AUDIT SERVICES - 3YRS
YEAR END FUNANCIAL STATEMTNS - 2007,2008,&2009
AS PER CONTRACT
AUTHORIZED BY COUNTY BOARD
AMOUNT AUTHORIZED 2007 $1,400,000
AMOUNT ENCUMBERED THIS PO $650,000
NALANCE TO FOLLOW ON SEPARATE POS
REQ#8499161901

Total of Items Ordered 650,000.00

ON BUDGET HOLD

RECEIVED
OFFICE OF THE
PURCHASING AGENT
08 FEB 13 PM 4:09

Name: Litos

Date: 4/10/8

Removed BH: _____

Please return these documents to The Office of the Purchasing Agent

CERTIFICATION

I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dept. no., account & activity numbers indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is a sufficient unencumbered balance in the account to grant same.

_____ REQUISITIONER

Donna L Dunning BUREAU or DEPARTMENT HEAD

CCA

APPROVED BUDGETARY ACCOUNT

ACCT # _____

DATE _____ BY _____

PURCHASING USE ONLY

NEW ITEMS

Meeting of the Cook County Board of Commissioners
County Board Room, County Building
Tuesday, December 18, 2007, 10:00 A.M.
* *

PROPOSED CONTRACT

ITEM #1

Transmitting a Communication, dated December 12, 2007 from

DONNA L. DUNNINGS, Chief Financial Officer, Bureau of Finance

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RECEIVED
OFFICE OF THE
PURCHASING AGENT
08 FEB 13 PM 4:09

The maximum fee for the FY2007 audit is $1,400,000.00 [$500,000.00 – (490-265 Account); $650,000.00 – (499-265 Account); and $250,000.00 – (899-265 Account)].

Contract period: January 1, 2008 through December 31, 2010.

Approval of this item would commit Fiscal Year 2008.

In accordance with Cook County Code Section 2-108(z)(1) Amendment or suspension of rules, Commissioner Daley, seconded by Commissioner Silvestri, moved to suspend Section 2-108(h)(1) Prior notice to public; agendas. **The motion carried unanimously.**

Commissioner Daley, seconded by Commissioner Butler, moved that the County Purchasing Agent be authorized to enter into the requested contract. **The motion carried unanimously.**

PROPOSED RESOLUTIONS

ITEM #2

Submitting a Proposed Resolution sponsored by

JOSEPH MARIO MORENO, County Commissioner

NEW ITEMS

Meeting of the Cook County Board of Commissioners
County Board Room, County Building
Tuesday, December 18, 2007, 10:00 A.M.
* *

PROPOSED CONTRACT

ITEM #1

Transmitting a Communication, dated December 12, 2007 from

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OFFICE OF THE PURCHASING AGENT
COUNTY OF COOK

118 NORTH CLARK ST. ROOM 1018
CHICAGO, ILLINOIS 60602-1375
(312) 603-5370

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS AND DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO

81206

Deloitte & Touche
111 S Wacker
Chicago IL 60606

DATE
4/10/2008
F.O.B. POINT

PURCHASE ORDER NO.
161614 - 000- OP
REQUISITION NO.
00077375 OC

COOK COUNTY FEIN: 36-6006541
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

SHIP TO Chief Financial Officer - Bur of Financ
Cook County Building
118 N. Clark Street - RM 1127
Chicago IL 60602-1304

DELIVERY INSTRUCTIONS
SANDY HARDESTY 312-603-4458

DEPT NO 4901618 | Page 1 of 1

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	PROF AUDIT SERV PROFESSIONAL AUDIT SERVICES YEAR END FINANCIAL STATEMENTS - 2007, 2008, & 2009 AS PER CONTRACT 08-41-127 AUTHORIZED BY COUNTY BOARD 12/18/2007 CONTRACT PERIOD 01/01/2008 THROUGH12/31/12010 AMOUNT AUTHORIZED $1,400,000.00 AMOUNT ENCUMBERED THIS PO $500,000.00 BALANCE TO FOLLOW ON SEPARATE PO REQ#84901618	.00 JB	.0000	500,000.00	4901618.521000
	******* Total Order *******			500,000.00	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)
I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

Authorized Signature: _____ **Date:** _____

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.
PURCHASING AGENT **Date:** 4-15-08

Report: R56REQ2

Purchase Requisition

Office of the Purchasing Agent (41)

Cook County of Illinois

08-41-127
Purchase Order Number
16164

Requisition # OC 77375 Contract

Open Date

Ship To: 8000069 Chief Financial Officer - Bur
Cook County Building
118 N. Clark Street - RM 1127
Chicago IL 60602-1304

Delivery Instructions:
SANDY HARDESTY
312-603-4458

Supplier: 81206 Deloitte & Touche
111 S Wacker
Chicago IL 60606

Buyer Number 724151 Supervisor 50
Bid/Sole Src Code SSV
Business Unit 4901618
Internal Req Number 8490161801
Board Apr Date & Item BRD APPROV 12/18/07 NEW ITEM#1
Requisition Date 2/11/2008
Date Needed 2/11/2008

One Time Purchase ____ Yes ____ No Covers Need for ____months. Specific Period of time _____ thru _____ Prior Contract No. _____ Expiration Date _____ Emergency No. _____

Line #	Commodity	Description	Bal. on Hand	Quantity	UOM	Est. Unit Cost	Extended Cost	Business Unit and Object Account
1.000	961	PROF AUDIT SERV	< >		JB	.0000	500,000.00	4901618.521000

PROFESSIONAL AUDIT SERVICES - 3 YRS
YEAR END FINANCIAL STATEMENTS - 2007, 2008, & 2009
AS PER CONTRACT
AUTHORIZED BY COUNTY BOARD
AMOUNT AUTHORIZED 2007 $1,400,000
AMOUNT ENCUMBERED THIS PO $500,000
BALANCE TO FOLLOW ON SEPARATE POS
REQ#8490161801

Total of Items Ordered 500,000.00

RECEIVED
OFFICE OF THE
PURCHASING AGENT
08 FEB 13 PM 4:09

ON BUDGET HOLD
Name: 2/13/08
Date: 7/10
Removed BH:
Please return these documents to The Office of the Purchasing Agent

CERTIFICATION

I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dept. no., account & activity numbers indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is a sufficient unencumbered balance in the account to grant same.

REQUISITIONER

BUREAU or DEPARTMENT HEAD

CCA

APPROVED BUDGETARY ACCOUNT

ACCT # _____

DATE _____ BY _____

PURCHASING USE ONLY

NEW ITEMS

Meeting of the Cook County Board of Commissioners
County Board Room, County Building
Tuesday, December 18, 2007, 10:00 A.M.
* *

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PROPOSED RESOLUTIONS

ITEM #2

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JOSEPH MARIO MORENO, County Commissioner

PROPOSED RESOLUTION

RESOLUTION PROPOSING FINANCIAL AND IMPACT REPORTING FOR ORGANIZATIONS FUNDED WHOLLY OR IN PART BY COOK COUNTY

WHEREAS, Cook County government is charged with presenting a balanced budget each fiscal year, as mandated by the Illinois Constitution; and

WHEREAS, the budget process and the budget itself should be transparent so as to allow for proper scrutiny by the public, whose tax dollars help fund it; and

WHEREAS, a transparent budget allows the Cook County Board of Commissioners to also properly scrutinize and adjust it if necessary, through the amendment process, to help identify and eliminate wasteful spending, as well as improve efficiencies; and

WHEREAS, Cook County government has an approximately $3 billion budget and allocates portions of it to fund independent organizations, either directly or through one of its various departments; and

NEW ITEMS

Meeting of the Cook County Board of Commissioners
County Board Room, County Building
Tuesday, December 18, 2007, 10:00 A.M.
* *

PROPOSED CONTRACT

ITEM #1

Transmitting a Communication, dated December 12, 2007 from

DONNA L. DUNNINGS, Chief Financial Officer, Bureau of Finance

requesting authorization for the Purchasing Agent to enter into a three (3) year contract with Deloitte & Touche, Chicago, Illinois, to audit the County's annual financial statements included in the County's Comprehensive Annual Financial report (CAFR); the financial statements included in the Health Facilities Report and the Clerk of the Circuit Court Agency Fund, and to audit the schedule of federal financial assistance included in the Single Audit Report. The contract would be for the County's annual audit for fiscal years 2007 through 2009, subject to an annual review and at the sole option of the County Board, with the possibility of renewal for subsequent years.

A Request for Proposals (RFP) to audit the County's financial statements for fiscal years ending November 30, 2007 through November 30, 2009 was issued on September 6, 2007. Six (6) firms of certified public accountants responded to the RFP. The responses were evaluated based on the expertise and experience on comparable governmental and health care engagements, the overall adequacy of the audit approach, the quality of the firm's personnel and total cost.

The maximum fee for the FY2007 audit is $1,400,000.00 [$500,000.00 – (490-265 Account); $650,000.00 – (499-265 Account); and $250,000.00 – (899-265 Account)].

Contract period: January 1, 2008 through December 31, 2010.

Approval of this item would commit Fiscal Year 2008.

In accordance with Cook County Code Section 2-108(z)(1) Amendment or suspension of rules, Commissioner Daley, seconded by Commissioner Silvestri, moved to suspend Section 2-108(h)(1) Prior notice to public; agendas. **The motion carried unanimously.**

Commissioner Daley, seconded by Commissioner Butler, moved that the County Purchasing Agent be authorized to enter into the requested contract. **The motion carried unanimously.**

PROPOSED RESOLUTIONS

ITEM #2

Submitting a Proposed Resolution sponsored by

JOSEPH MARIO MORENO, County Commissioner

PROPOSED RESOLUTION

RESOLUTION PROPOSING FINANCIAL AND IMPACT REPORTING FOR ORGANIZATIONS FUNDED WHOLLY OR IN PART BY COOK COUNTY

WHEREAS, Cook County government is charged with presenting a balanced budget each fiscal year, as mandated by the Illinois Constitution; and

WHEREAS, the budget process and the budget itself should be transparent so as to allow for proper scrutiny by the public, whose tax dollars help fund it; and

WHEREAS, a transparent budget allows the Cook County Board of Commissioners to also properly scrutinize and adjust it if necessary, through the amendment process, to help identify and eliminate wasteful spending, as well as improve efficiencies; and

WHEREAS, Cook County government has an approximately $3 billion budget and allocates portions of it to fund independent organizations, either directly or through one of its various departments; and

TODD H. STROGER, PRESIDENT
BOARD OF COUNTY COMMISSIONERS

CARMEN K. TRICHE-COLVIN
PURCHASING AGENT

COUNTY OF COOK
OFFICE OF THE PURCHASING AGENT
118 NORTH CLARK STREET
CHICAGO, ILLINOIS 60602
(312) 603-5370

April 24, 2008

Deloitte & Touch LLP
111 S. Wacker Drive
Chicago, IL 60606
Attn: Patrick Hagan

Ref: Contract No: 08-41-127

Enclosed please find your copy of the above referenced contract.

This contract has been approved by the Board of Commissioners and signed by the proper officials on behalf of Cook County.

Cordially,

Carmen K. Triche-Colvin
Purchasing Agent

CKTC/cm

Enclosure

Cc: Donna Dunnings

Printed on Recycled Paper

CONTRACT FOR SERVICE

DOCUMENT NO. 08-41-127

PROFESSIONAL AUDIT SERVICES
FOR
THE COOK COUNTY BUREAU OF FINANCE

WITH: DELOITTE & TOUCHE LLP

BOARD OF COMMISSIONERS
COUNTY OF COOK
TODD H. STROGER, PRESIDENT

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

APR 0 9 2008

COM _____

ISSUED BY THE
OFFICE OF THE PURCHASING AGENT

121807 REQ. #84901618 0213
#84991619
#88991930

2-14-08

CONTRACT FOR SERVICE
PART I
AGREEMENT

This CONTRACT is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter the "County" and DELOITTE & TOUCHE LLP, hereinafter the "Contractor", pursuant to authorization by the Cook County Board of Commissioners on December 18, 2007, as evidenced by the Board authorization letter attached hereto as EXHIBIT "A."

WHEREAS, the County is responsible for procuring services for the COOK COUNTY BUREAU OF FINANCE, hereinafter the "Using Department";

WHEREAS, the Using Department requires the following services: PROFESSIONAL AUDIT SERVICES;

WHEREAS, the Contractor is able and willing to provide such services, hereafter referred to as the "Work Program" as required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees set forth herein;

NOW THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. WORK PROGRAM

The Contractor agrees to perform the following services:

AS SET FORTH IN EXHIBIT "B"

II. CONTRACT PERIOD

This Contract shall be in effect for thirty-six (36) months after proper execution of the Contract by the County.

III. PAYMENT

All charges shall not exceed the amount of $1,400,000.00 and shall be paid in accordance with Exhibit A. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, Contract for Service and is incorporated herein by this reference. Contractor's attention is specially directed to GC-02, Subcontracting or Assignment of Contract Funds.

V. EXHIBITS

This Contract incorporates the following Contractor Documentation:

1. EXHIBIT "B"

Notwithstanding such incorporation, none of the terms set forth in any Exhibit which conflicts with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions.

GENERAL CONDITIONS
SUPPLY/SERVICE
SOLE SOURCE

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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Purchasing Agent, which approval shall be granted or withheld at the sole discretion of the Purchasing Agent. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Purchasing Agent. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Purchasing Agent the any and all subcontractors it intends to use in the performance of the Contract. The Purchasing Agent shall have the right to disapprove any subcontractor. Identification of subcontractors to the Purchasing Agent shall be in addition to any communications with County offices other than the Purchasing Agent. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Purchasing Agent upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than:1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-03 INSURANCE

Contractor shall purchase and maintain at all times during the term of this Contract insurance coverage which is satisfactory to the County and will satisfactorily insure the Contractor against claims and liabilities which arise or could arise because of the performance or nonperformance of the Contract. All insurance required hereunder shall meet the requirements of the County's Department of Risk Management and shall name the County as an additional insured unless such designation is unavailable due to commercial practices in the insurance industry as to a particular type of coverage. With the exception of certificates required to be submitted with the Proposal, Contract shall deliver to the County satisfactory certificates evidencing compliance with this insurance provision prior to commencing performance under the Contract.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Purchasing Agent and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

GC-05 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-07 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-08 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-09 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

GC-10 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Purchasing Agent. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Purchasing Agent. Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in writing within five days of such request. The Purchasing Agent will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the Purchasing Agent will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Purchasing Agent indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Purchasing Agent of a dispute. No inference shall be drawn from the absence of a decision by the Purchasing Agent. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.
In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. Modifications and amendments which individually or cumulatively result in additional cost of $1,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than $1,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the written approval of the Purchasing Agent.

Subject to the foregoing, the Director of the Using Department may, by written order, make changes with respect to the dates of delivery and places of performance of the Contract, provided that any such changes shall not increase the Contract price or the time required for Contract performance.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section GC-16, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Purchasing Agent. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

GC-17 PATENTS, COPYRIGHTS AND LICENSES (CON'T.)

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

GC-18 COMPLIANCE WITH THE LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE DIVISION 6, SECTION 34-275 – 34-285

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and sole source agreements to certified MBEs and WBEs.

B. A contractor may achieve the contract MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protege Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the contractor's business; or by a combination of the foregoing.

C. A contractor's failure to carry out its MBE/WBE commitments in the course of a contractor's performance shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedy authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance: (a) a contractor for professional and consulting service contracts shall submit items A, B and C listed below; and (b) a contractor for sole source agreements, shall submit items A and B listed below. All documentation submitted by a contractor shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required in accordance with these general conditions shall be cause to consider the contractor's proposal non-responsive and be rejected.

A. Affirmative Action Plan

Each contractor shall submit with its proposal, a copy of its current internal affirmative action plan. If contractor has no internal affirmative action plan, contractor shall submit a statement stating why contractor has no such plan. In lieu of an internal affirmative action plan, a contractor may submit a copy of its current Letter of Compliance for the United States Department of Labor, Office of Federal Contract Compliance Programs.

B. Contractor's MBE/WBE Efforts Documentation

Each contractor shall submit with its proposal, supporting documentation which evidences efforts the contractor has taken in attempting to achieve the County's "best efforts" MBE/WBE participation goals.

C. Contractor's Statement - Use of MBE/WBE Professionals

Each contractor shall submit with its proposal, a statement which discloses how the contractor intends to maximize the use of its MBE/WBE professionals in the course of performing the contract.

III. NON-COMPLIANCE

If the County of Cook determines that the contractor has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD-KEEPING REQUIREMENTS

The contractor shall comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, contractor is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Purchasing Agent and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:
COOK COUNTY PURCHASING AGENT
118 North Clark Street. Room 1018
Chicago, Illinois 60602
Include County Contract Number in all notices)

TO THE CONTRACTOR:
At address provided on the Execution Pages or as otherwise indicated in writing to County Purchasing Agent in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-25 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Purchasing Agent.

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Purchasing Agent.

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal.

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS (CON'T.)

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-32 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

GC-32 AUDIT; EXAMINATION OF RECORDS

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of $10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that

are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-33 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-34 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-35 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship or principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

END OF SECTION

CONTRACT NO. 08-41-127

SPECIFICATIONS AND AGREEMENT

The undersigned declares that he has carefully examined the Agreement Form, General and Special Conditions and Specifications identified as Contract Document Number 08-41-127 for PROFESSIONAL AUDIT SERVICES for THE COOK COUNTY BUREAU OF FINANCE, as prepared by Cook County, and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

ITEM NO.	UNIT OF MEASURE	QTY.	DESCRIPTION
1.	JOB	1	PROFESSIONAL AUDIT SERVICES, AS PER EXHIBIT "B" HEREIN.
			$1,400,000.00/JOB
			$1,400,000.00/TOTAL

GRAND TOTAL
NOT TO EXCEED: $1,400,000.00

NOTE: DO NOT SERVICE UNTIL NOTIFIED BY DEPARTMENT.

CONTRACT PERIOD: JANUARY 1, 2008 THROUGH DECEMBER 31, 2010

CONTRACT NO. 08-41-127

EXHIBIT "A"

NEW ITEMS

Meeting of the Cook County Board of Commissioners
County Board Room, County Building
Tuesday, December 18, 2007, 10:00 A.M.
* *

PROPOSED CONTRACT

ITEM #1

Transmitting a Communication, dated December 12, 2007 from

DONNA L. DUNNINGS, Chief Financial Officer, Bureau of Finance

requesting authorization for the Purchasing Agent to enter into a three (3) year contract with Deloitte & Touche, Chicago, Illinois, to audit the County's annual financial statements included in the County's Comprehensive Annual Financial report (CAFR); the financial statements included in the Health Facilities Report and the Clerk of the Circuit Court Agency Fund, and to audit the schedule of federal financial assistance included in the Single Audit Report. The contract would be for the County's annual audit for fiscal years 2007 through 2009, subject to an annual review and at the sole option of the County Board, with the possibility of renewal for subsequent years.

A Request for Proposals (RFP) to audit the County's financial statements for fiscal years ending November 30, 2007 through November 30, 2009 was issued on September 6, 2007. Six (6) firms of certified public accountants responded to the RFP. The responses were evaluated based on the expertise and experience on comparable governmental and health care engagements, the overall adequacy of the audit approach, the quality of the firm's personnel and total cost.

The maximum fee for the FY2007 audit is $1,400,000.00 [$500,000.00 – (490-265 Account); $650,000.00 – (499-265 Account); and $250,000.00 – (899-265 Account)].

Contract period: January 1, 2008 through December 31, 2010.

Approval of this item would commit Fiscal Year 2008.

In accordance with Cook County Code Section 2-108(z)(1) Amendment or suspension of rules, Commissioner Daley, seconded by Commissioner Silvestri, moved to suspend Section 2-108(h)(1) Prior notice to public; agendas. **The motion carried unanimously.**

Commissioner Daley, seconded by Commissioner Butler, moved that the County Purchasing Agent be authorized to enter into the requested contract. **The motion carried unanimously.**

PROPOSED RESOLUTIONS

ITEM #2

Submitting a Proposed Resolution sponsored by

JOSEPH MARIO MORENO, County Commissioner

PROPOSED RESOLUTION

RESOLUTION PROPOSING FINANCIAL AND IMPACT REPORTING
FOR ORGANIZATIONS FUNDED WHOLLY OR IN PART BY COOK COUNTY

WHEREAS, Cook County government is charged with presenting a balanced budget each fiscal year, as mandated by the Illinois Constitution; and

WHEREAS, the budget process and the budget itself should be transparent so as to allow for proper scrutiny by the public, whose tax dollars help fund it; and

WHEREAS, a transparent budget allows the Cook County Board of Commissioners to also properly scrutinize and adjust it if necessary, through the amendment process, to help identify and eliminate wasteful spending, as well as improve efficiencies; and

WHEREAS, Cook County government has an approximately $3 billion budget and allocates portions of it to fund independent organizations, either directly or through one of its various departments; and

CONTRACT NO. 08-41-127

EXHIBIT "B"

Proposed audit approach

Benefit to the County of selecting Deloitte & Touche

We believe that the selecting one firm for the audit of the CAFR and the Heath Bureau will provide the County with the most efficient audit plan. We are ready to be that firm. Our history with the County has enabled us to pinpoint audit efficiencies related to certain key areas. We believe that by continuing to audit the County's governmental funds and adding the Bureau of Health we can provide efficiencies to the audit approach. We believe that these efficiencies could be provided as follows:

- Frequent and seamless communication between the County and our County, Health System, and Clerk of the Circuit Court audit teams – Communication of audit risks, adjustments and delays can be performed on a timely basis.
- Elimination of duplicate of audit procedures – Control testing for payroll, cash, inter-fund transfers, property taxes and computer controls can be done centrally for the County and Bureau of Health by our audit team which can consolidate the testing and result in reductions in our budgets and fees.
- Integrated reporting process – Historically, one of the delays in timely external reporting by the County has been the reliance on the reports of other auditors. If Deloitte & Touche is responsible for both the CAFR and Bureau of Health reports, more timely review and integration of the reports can be achieved.

We have success in auditing county organizations that involve hospital operations. In fact, we are auditors of Harris County and we have recently been appointed as external auditors for Harris County Hospital District, a former Ernst & Young client. We believe that this will lead to efficiencies on the Harris County audit.

Our scope of work

The County desires its auditor to express an opinion on the fair presentation of its financial statements in conformity with accounting principles generally accepted in the United State of America. We will also perform an audit in accordance with auditing standards generally accepted in the United States of America, as set forth by the American Institute of Certified Public Accountants (AICPA), the standards set forth for financial audits in the Government Accountability Office's (GAO) *Government Auditing Standards*; the provisions of the federal Single Audit Act Amendments of 1996, U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Non-Profit Organizations; and the AICPA Audit and Accounting Guides, *Audits of State and Local Governments (GASB 34 edition)* and *Health Care Organizations*.

Our understanding is that our audit teams, made up of Deloitte & Touche LLP and our subcontracting firms, will issue the following reports: opinion on the County's Comprehensive Annual Financial Report (CAFR); opinion on stand-alone statements of the Bureau of Health and the Clerk of the Circuit Court Agency Fund; and the OMB Circular A-133 report. We will also issue a separate management letter of recommendations for suggested improvements in financial and accounting procedures, organizational structure, internal controls, and other matters that come to our attention.

Audit transition for the Bureau of Health and the Clerk of the Circuit Court

We have proudly served the County as external auditors for a number of years and we look forward to the opportunity to be re-appointed to the Heath Bureau where we served as external auditors from 1996 – 2001. We are aware that transitioning to a new auditing firm is a significant change and requires proactive planning. We think our history with the Bureau of Health will ease this transition to a new organization.

Our proven transition methodology is designed to make the process transparent to our new clients. We will build on our knowledge of the County's health and Clerk of the Circuit Court operations as we obtain a full understanding of key technical accounting matters likely to have an impact on current and future financial results and meet with the prior auditors to discuss significant matters relating to the transition, including reviewing their workpapers. These meetings and reviews contribute to our understanding of your business, accounting, and reporting matters. We also will review prior regulatory filings so that we identify any issues which need further

review and/or consultation with our regulatory specialist. This provides the ability for the audit team to hit the ground running.

In essence, we employ a collaborative process that resolves issues rapidly and we commit to minimizing disruption to the County. As soon as we have been appointed as your independent auditors, our team will begin the transition, considering the needs of both the County and Ernst & Young. The table below outlines the expected timing of our key transition activities based upon the date of auditor appointment.

	Weeks from Appointment		
Key Activity	3	4	5
[redacted]			
[redacted]			
[redacted]			

Teaming with County personnel

We have always brought a team philosophy to our clients. Our professionals, from lead client service partner to audit senior, are "down in the trenches" with your staff to meet your needs. We will closely coordinate our work with your financial management team and will effectively leverage the County's internal resources. We believe that the weekly audit status meeting that were implemented by the Chief Financial Officer for the 2006 audit provided a format to allows our teams to discuss audit and accounting issues. We look forward to continuing this process. We would also look to implement this protocol with the management teams of the Health Bureau and the Clerk of the Circuit Court.

Assistance to be supplied by your personnel, including schedules and analyses of accounts, will be discussed during our planning process and will be requested in writing. We believe working together will make all the difference in helping us to perform our audit effectively and efficiently, and we look forward to continuing to serve the County.

We also believe that a successful audit involves timely communication with the Cook County Board President and the Chairman of the Audit Committee. This communication is required under our professional standards set by the American Institute of Certified Public Accountants at our initial planning phase of the audit and in the final stages of the audit to communicate our results. However, we will look for additional opportunities to reach out to the President and Chairman of the Audit Committee to communicate innovative solutions and best practices or to introduce members of our national thought leadership teams.

Training

To help ensure the highest quality of service to you, we can make training available to your management and staff at appropriate levels, from the specialists in our industry practice. These sessions will help enable your team to draw upon the experience and specialized knowledge of professionals within our organization on a variety of topics.

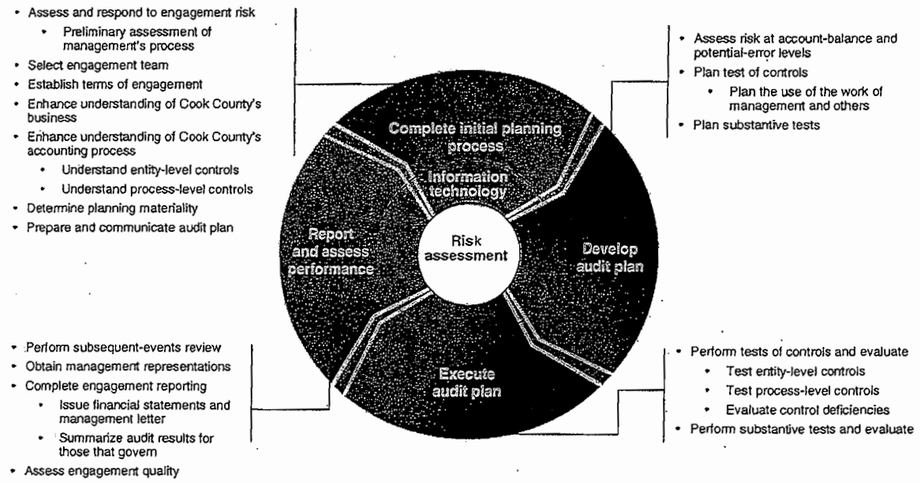
DeloitteLearning, our online classroom for corporate directors and executives, is designed to advance their knowledge of critical matters. DeloitteLearning offers courses in a broad range of disciplines, including accounting, auditing, finance, tax, information technology, human resource management, capital markets, and corporate governance. Users can log on and enroll in courses at their convenience in a virtual classroom environment. The courses, which are offered free-of-charge to our clients, are developed by technical specialists from Deloitte & Touche, creating a world-class learning center. New courses will be added regularly and will reflect the most current issues in the marketplace.

Our organization has vast resources and specialists in many areas of interest to the County. We will work with you to identify areas of greatest interest to you, identify the best resources within our organization, and conduct the knowledge sharing session in a timely manner that will bring the most value to the County. We propose to offer three training sessions as part of our audit fee. We will work with the Chief Financial Officer to develop these

sessions and determine the most appropriate training needs which could potentially include financial reporting, fraud detection/prevention, new GASB pronouncements or internal controls. We look forward to teaming with the County to provide this knowledge exchange; we learn as much about the operations of the County through these sessions as the participants learn about the specific training objective.

Our multidisciplinary approach

By engaging Deloitte & Touche, the County will continue to receive an audit focusing on technical quality that also provides your management with important insights designed to facilitate improved performance and quality financial reporting. Our emphasis is on planning, which enables us to avoid surprises; the use of industry-focused professionals, leading-edge technology; and timely, regular communication with you to discuss issues and accounting and reporting developments.



Features of our audit plan

Our audit approach is proactive, continuous in nature, and evolves throughout the year in response to the County's business needs. It enables us to successfully audit the most difficult and complex business situations. Our approach emphasizes business and financial risk identification on an ongoing basis and is aligned with management's objectives, priorities, and risk identification.

We also ensure that we and our MBE/WBE team are independent of the County under industry guidelines issued by the American Institute of Certified Public Accountants and the Government Accountability Office. As part of our efforts to ensure independence, we propose that Velma Butler & Company, Ltd. serve as principal auditor for the Clerk of the Circuit Court audit due to Deloitte & Touche LLP involvement with the cashiering system in 2004.

The knowledge we gain from the audit combined with our experience serving other such entities will enable our engagement team to serve as a vigilant early-warning system alerting management to emerging issues within the company, as well as to opportunities for improvement in the County's financial controls and operational efficiency.

Details on the timing of the audit are provided in a later section of our proposal.

Understanding and relying on the control environment

Our audit approach enables us to regularly update our understanding of the control environment and the conditions under which the accounting processes and internal controls are designed and implemented, and under which they function. This includes the overall attitude, awareness, and actions of management and the Board of Commissioners concerning the importance of internal controls. Our assessment of the control environment contributes to our risk identification process and is important in determining the extent to which we can rely on controls when we establish the level of our audit testing.

For all business activities for the County, Health Bureau and Clerk of the Circuit Court, we will identify and test key controls. We understand that the County has made a commitment to improve internal controls. Our reliance on the effectiveness of internal controls determines the nature and extent of the testing we will perform in each area. Our ability to rely on effective internal controls contributes to the timely completion of our year-end audit procedures, and has a positive effect on audit timing and fees.

We will also consider the specific risks associated with the County and the Clerk of the Circuit Court before and during performance of any audit activities. Our understanding of the risk factors is derived from a risk assessment process we use to continually broaden and deepen our knowledge of the County's environment, strategies, business objectives, and operations.

Our first imperative will be to enhance our understanding of your business and risk exposure through an assessment of your financial reporting and operational risks. Our team will gather and analyze information to identify trends and risks of misstatement in the financial statements. We will do this in cooperation with management, sharing our insights as appropriate.

On the basis of our risk assessment, we will gain agreement from your financial management team on the County's objectives for our service relationship. We will then develop a client service and audit plan that reflects the strategies and issues we have identified. There are some standard risks that we have identified that relate to the County:

Approach for high-risk areas (both County and Bureau of Health)

Risk Issue	Approach
Environmental factors	We will assess changes in the environment in which the County operates and consider the impact of those changes on the financial statements. For example, we would consider developments in third party reimbursement activity and benchmark the County against our other public hospital clients.
Changes in key processes or systems	We will discuss with you current and planned changes in key business processes or information systems to understand the impact on transaction processing and related controls.
New or emerging accounting pronouncements	We assess the applicability of new accounting standards to your organization and work with you on an interim basis to assess the impact of these new standards on your accounting, financial reporting, and disclosures. For example, we will ensure that we discuss any new pronouncements from the Government Accounting Standards Board with management so the internal planning process of responding to any changes to the financial statements can be proactively addressed. A listing of emerging issues is noted in Appendix B.
Significant judgments and estimates in the financial statements	Significant judgments and estimates that we would expect to evaluate, as applicable, include the liabilities for self-insurance claims, arbitrage liabilities related to tax-exempt bonds outstanding, impairments on capital assets, and the allowances related to patient accounts receivable. These areas often allow our audit team to reach out to our various experts within our firm. To maximize benefits to the County, these professionals will be fully integrated into all aspects of the audit planning process. They will bring emerging actuarial and regulatory practices to management's attention and, where applicable, they will inform management of acceptable alternative methods so management understands all available alternatives.
Fraud Risk Assessment	We will continuously assess the County's process on a County-wide risk assessment. The County's risk assessment should detect areas where the County is susceptible to fraud and identify, implement, and test the mitigating controls to prevent misappropriation of assets or fraudulent financial reporting.

Approach to information system controls

Understanding how key systems and processes contribute to your overall processing environment and affect the reliability of financial information is a primary element of our audit approach. Our objective is to assess whether the standards of security, integrity, continuity, and control are conducive to reliable processing, consistent with your policies and appropriate to safeguard your information assets.

Auditing in a JD Edwards environment

Deloitte & Touche has been recognized by JD Edwards as a "World Class Partner." With more than 1,200 consultants dedicated to JD Edwards worldwide—and the support of some 600 implementations to our credit—we are acknowledged by JD Edwards as its largest global implementer. We have a presence in every major geography, enabling us to deploy consultants with knowledge of local language, culture, and statutory requirements to support complex global implementations. We are provide excellent depth, breadth, and quality of resources in staffing projects and help our clients manage project risks. Our close relationship with JD Edwards and our scale in the global marketplace allow us to give our clients a high level of support.

In addition, Deloitte & Touche's ERS practice has been established to assist clients to better understand risk, and implement approaches for better managing their risks. We have dedicated members of our ERS practice who work with our JD Edwards implementation practice to assist with the design and implementation of security and controls. These individuals have significant, hands-on experience performing implementations, pre-implementation assessments, and post-implementation assessments of JD Edwards. The result of this hands on experience has enabled us to incorporate best practice information, guiding principles, and tools to facilitate a more efficient and thorough review of controls.

Our advantage

The members of the ERS practice that focus on JD Edwards are in the truly unique position amongst our competitors. Our JD Edwards ERS professionals combine the intense application knowledge obtained from system implementation experience with a core security and controls knowledge obtained from a general IT audit background. The combination allows our audit team to provide a comprehensive analysis while at the same time offering practical solutions.

Our approach

The ability to leverage automated business process controls is one of JD Edwards' most significant productivity benefits; however, failure to properly integrate these controls within all levels of the application can result in either control gaps (integrity risk) or duplicate controls (productivity risk). Given JD Edwards' inherent flexibility, business-process owners must understand and leverage various control features within JD Edwards, including application security, configurations, and inherent features within JD Edwards, such as integrity reports.

Our JD Edwards consultants will leverage our proprietary internal control database that has been customized to JD Edwards to efficiently review the systematic business process controls for the receivables, payables, general accounting, and payroll cycles business cycles. As a result, we can quickly evaluate the effectiveness of the systematic business control framework by reviewing the critical segregation of duties, system constants, approval levels, key control accounts, and integrity reports that are currently utilized. This will enable the Baxter to efficiently evaluate the existing JD Edwards systematic control environment while also identifying manual control testing opportunities where critical systematic business controls are not configured and/or inherently weak.

Our tools

JD Edwards User Security and Segregation of Duties tool is a proprietary software tool developed for the JD Edwards OneWorld application to quickly assess application-level user security and segregation of duties controls in a 'default deny' environment. Through an automated table upload process, our auditors can generate a report outlining user group assignments, password controls, environmental access, and navigation techniques. In addition, application access controls and segregation of duties can be automatically assessed in certain security environments.

JD Edwards Internal Control Databases (ICDBs) – a proprietary tool used by our practitioners nationwide. This database is a repository of JD Edwards leading practices for business cycles and application security. These databases are constantly updated so that they contain the most recent best practice control objectives, requirements, and techniques in addition to assessment guidance for our JDE specialist.

OS and Network security tools: Backing up our experienced specialists is a comprehensive, integrated set of tools and techniques that have been designed, developed, tested, and modified through practical experience in

the field. Our approach is continually enhanced and updated as part of our commitment to provide consistent and comprehensive client service of the highest quality. Our security laboratories within a number of centers of excellence (including Los Angeles, San Francisco, Seattle, Chicago, and New York), house a comprehensive collection of information technology platforms, operating systems, and applications, as well as security tools, exploitation scripts, and an extensive vulnerability data base.

Consolidated audit approach

Our substantive audit tests include analytical review procedures, detailed tests of transactions and balances, or a combination thereof. These procedures are tailored based on the risks identified and the nature and complexity of the financial statement item being tested.

Based on our experience, we have made a preliminary identification of areas that may represent significant financial statement risks for the County. We also offer our proposed responses to these risks, to give you a perspective on where we might focus our resources and audit procedures. As part of the planning process, we will work closely with the County management to validate your risks, identify other risk areas, and finalize our audit approach.

Risk Issue	Approach
Information management	Our information management review would occur prior to the start of substantive interim testwork to evaluate our reliance on controls. These procedures would include assigning Enterprise Risk Services (ERS) specialists to perform the review and evaluate the computer-related controls.
Property taxes receivable	Our experience with the County has enabled us to develop knowledge on the collection and accounting related to property taxes. We would enhance our understanding of the processes and review management's assessment of any receivables and deferred revenues. We will focus on the management's allocation of revenues to various entities within the County to test for reasonableness and accuracy.
Patient accounts receivable	The management, accounting, and reporting of patient accounts receivable are a risk area that would be addressed by reviewing patient receivables performance on an interim and annual basis, evaluating and testing key elements of patient accounting process, reviewing the adequacy of the Bureau of Health's methodologies and procedures used to establish the allowance for doubtful accounts estimate and contractual allowances, recomputing contractual adjustments, and determining whether consistent procedures and methodologies are used by the various affiliates of the Bureau of Health.
Estimated third-party settlements	Reimbursement specialists review the impact of tentative and final settlements received; update settlement position for prior years; review allocated and unallocated reserves for adequacy against potential exposures and management's evaluation of exposure to new OIG areas of emphasis.
Grants	The County receives significant funds from federal and state agencies. This area would be tested in both the financial statement audit of the County and in the separate OMB Circular A-133 audit to be performed by Washington, Pittman and McKeever. The audit work related to grants is extensive and will result in a separate report on compliance with OMB Circular A-133 for certain major programs.
Reserve for professional liability and other self-insured liabilities	These areas represent audit risk as the determination of such liabilities is difficult and requires accurate reporting and recording of claims data and the application of management judgments as to the financial impact of changing trends, conditions, practice patterns, settlement/payment patterns and changes in the business environment. Our approach evaluates reviews the effectiveness of the risk management system; evaluates and tests key elements in the incident reporting systems based on claims being evaluated or litigated.

Compliance with laws and regulations	The County operates within various federal and state guidelines. This is most evident in the A-133 audit and the audit of the Clerk of the Circuit Court. We provide a local A-133 training to our a staff and our subcontracting firms to ensure that changes in the auditing and reporting for A-133 audits are communicated to our teams. Further, we will ensure that we obtain a thorough understanding the requirements of the Clerk of the Circuit Court audit during our planning process through meetings and continuous dialogue with management in the Clerk of the Circuit Court's office.

Procedures for the A-133 audit

For those departments identified that manage the major federal financial programs, the procedures as outlined below will be completed:

- An initial meeting will be held with the department's executive management, accounting managers, and grant administrators to discuss the nature and scope of the departmental audit as it impacts the Single Audit, requirements for assistance, available systems documentation, the nature of the grant programs, and results of most recent audits, if any
- Based upon the available documentation and the results of the initial meeting, we will make a preliminary assessment of the condition of the records and controls and determine the procedures necessary to more fully document the systems. We will then complete the systems documentation and identify the significant internal accounting and administrative controls. This control identification will focus not only on the single audit requirements as discussed in the AICPA Audit Guide, but also on the internal accounting controls
- We will obtain copies of the agreements under which federal financial assistance is provided to the department and document any program-specific compliance requirements contained in the agreements beyond those included in the OMB Compliance Supplement
- We will obtain copies of reports completed to meet the federal financial reporting requirements.
- For those programs which have sub recipients, we will review reports or other documentation as prepared by departmental personnel. This audit will determine the extent to which department management is performing the necessary monitoring of activities and audits of sub recipient internal controls. For those sub recipients that would be required to comply with the A-133 guidelines, we will review the audit reports received or determine that procedures are in place to obtain such reports. We will also review the County's procedures for following up on any findings noted in the audit reports of the sub recipients

Audit timing

Our service approach emphasizes timely planning. The planning phase of the audit is the most crucial step in learning about your operations, challenges and significant transactions. Therefore, we do believe that implementing an Interim Phase to our audit will allow for us to adequately plan the audit. Ideally, this Interim phase will occur during the fiscal year that we are auditing. We believe that starting the audit process earlier will increase the efficiency of our audit, facilitate the full development of our audit plan and allow management a break between the Interim Phase and Final Phase of the Audit. Our plan for such interim work will include: assessment of specific account risks, overview of financial transactions, assessment of the major programs to be tested for the OMB A-133 audit, testing of internal controls over the business cycles and general computer controls, discussions with management regarding internal risk assessments. This interim work will be of particular importance with our work related to the Heath Facilities where we are not the current auditors. We think that an efficient audit can only arise with an emphasis on planning.

Integrating specialists into the audit

One of the important benefits of selecting Deloitte & Touche is that we provide specialists as circumstances arise or business needs change. Ours is the only organization able to provide clients with direct access to the wide-ranging capabilities of subject matter specialists from our ERS, tax, consulting, financial auditing, and financial advisory practices. Our multidisciplinary approach helps you address all the factors that affect the success of your internal audit projects. Our ability to seamlessly incorporate specialists into our internal audit team brings great additional value to Cook County; you gain in-depth subject matter knowledge coupled with extensive audit experience. Specialists have played important roles in delivering value-added internal audit services to Cook Country throughout our relationship.

In providing world-class internal audit services, we take advantage of the breadth of specialists available within the Deloitte U.S. Firms and DTT member firms and frequently include professionals from outside of our audit teams.

IT specialists
Deloitte & Touche, in conjunction with other DTT member firms, can leverage our Controls Assurance practice, which specializes in systems and business process control assurance. Deloitte & Touche is an industry leader in providing risk and control solutions. Our Controls Assurance professionals are integral to our core client service team and offer Cook County:

- A robust, consistently applied control testing methodology
- Extensive capabilities in assessing complex, diverse control environments
- Integration of industry, business process, and technology skills
- Extensive IT experience

Our ERS service line comprises more than 2,500 professionals in the United States, including 50 full-time partners, and more than 5,300 practitioners around the world. In addition to professionals who have a high level of specialization in key strategic industries, ERS has a world-class portfolio of proprietary tools, techniques, and methodologies. ERS is composed of four key service areas:

The Control Assurance Services (CA) service line focuses on assisting our clients in evaluating internal control risk and implementing solutions to provide for reliable business processes and information systems. To deliver these services, our professionals have developed core competencies in information technology, internal control, and information protection.

Our Enterprise Risk Management (ERM) service line helps clients establish sustainable, internal capability to identify, assess, and manage risks toward achievement of their objectives related to the integrity and the effectiveness of their processes. We have the depth of professional resources to address all aspects of designing a risk management infrastructure. More important, the breadth of our experience allows us to provide insight into leading practices among your peer group and across industries.

- Network and Systems Quality helps clients build reliable computing infrastructures in terms of security, manageability, and usability.
- Process and Systems Integrity provides control design and implementation services during process reengineering and software implementation projects.
- Keeping you informed: Monitoring GASB, Medicare, CMS, and other regulatory and legislative initiatives

We recognize that responsiveness and accessibility to resources is critical to the success of any engagement. Therefore, we staff our engagements with a core team of professionals with the skill sets and experience to meet the needs of our clients. We also draw upon our vast resources and subject matter experience across our organization to bring significant value to the client and address any specific geographic, technical, or industry needs.

Our actions will keep you ahead of market and regulatory changes. We are able to keep our clients informed of developments through our client service teams. Internally, we accomplish this in a number of ways, including electronic and voicemail networks, information databases accessible to all professionals, Web-based tools such as Deloitte OnLine, and special practice alerts. This provides our professionals with the data they need to update clients on developments of interest to them, almost instantaneously. Our process for establishing our positions for emerging issues and proposed standards welcomes input from clients. We solicit input from and provide information to our clients regarding emerging regulatory issues and exposure drafts of proposed standards and rulemaking. Our national industry leaders are available to meet regularly with our clients to review matters of interest, discuss leading practices, and consult on key matters.

We are proud of the leadership role our partners take by their participation in various standard-setting bodies throughout the health care services industry. This active participation contributes to our profession and benefits our clients. Because we are on the front line of the standard-setting process, we can keep our clients and client service teams informed of new developments that may affect them. We can bring value to you by exchanging ideas on relevant concerns, anticipating potential problems before they occur, and functioning as a kind of early-warning monitor on issues.

National Reimbursement Network
We understand that reimbursement is a never-ending challenge for health care providers. For this reason, Deloitte & Touche maintains a national reimbursement network composed of individuals who focus on reimbursement and regulatory issues, including intermediary audits, appeals, mergers and acquisitions, graduate medical education, state and federal disproportionate share reimbursement, and a host of other strategic reimbursement issues across all types of provider entities. The service capabilities of our National Reimbursement Network include:

- Compilation, review, and analysis of Medicare and Medicaid cost reports.
- Strategic reimbursement advisory services for complex issues that require a sophisticated level of experience and depth of knowledge to properly analyze the impact on our clients. This includes research, interpretation, and application of related regulations, preparation of impact analyses of potential changes in third-party reimbursement regulations, and preparation of strategies to optimize potential opportunities and minimize any negative impact of those changes.
- Participation in exit conferences with third-party auditors, creation of successful rebuttals to proposed audit adjustments, and negotiation of settlements with third-party payors.
- Involvement in appeals of cost report settlements, including preparing position papers and assisting counsel in the development of strategic agreements related to an appeal.

Technical issues — resolution through consultation

Our longstanding approach to resolving technical issues is open, consultative, and efficient, while providing answers that will stand up to professional scrutiny. Recognizing the importance of early consultation and conclusion of issues, we will work with your people to identify issues on a timely basis, provide management with access to technical resources, and collaborate with you to resolve any issues.

The continuing proliferation of rules and pronouncements from regulators has placed unprecedented emphasis on the ability to resolve technical issues quickly, smoothly and consistently. Deloitte & Touche is at the forefront in the visible, participatory and practical approach we have implemented to deal with this challenging area. Essentially, there are three types of accounting issues:

Issues that can be resolved within the audit team — Deloitte & Touche audit partners are empowered to resolve most issues without consultation outside the audit team. Within the team, the concurring partner and audit partners are the individuals most frequently consulted.

Issues that can be resolved with industry or local partners — Our industry-specific consultation network of experienced partners is extensive, both in the United States and in our member firms around the world. Industry partners are the primary consultation resource for all issues with a significant effect on a particular industry. Our local professional practice directors (PPDs) perform a similar function for issues that are not industry-specific. Consultations with industry partners and local professional practice directors resolve most of the issues that are not resolved within the team, also typically in a day or so.

Issues that require consultation with our national office — Our policy calls for step-by-step consultation with the client, who is informed of the level at which the matter is being resolved and who is resolving it. The client has the opportunity to express the company viewpoint and is given appropriate access to the Deloitte & Touche decision maker. In fact, we do not consider the process complete until the resolution of the issue has been fully discussed with financial management and the implications for the client's accounting processes have been fully explored.

Whatever the level at which an issue is resolved, our partners adhere to a deep culture aimed at fostering a close and consultative relationship with our client throughout the process. When appropriate, you will have direct access to other partners or specialists who are consulted in the course of resolving the issue. We do not consider the process complete until the issue has been discussed to the fullest extent you desire and everyone understands the implications for your business and accounting process. Our consultative method of issue resolution is a key element of our service approach, and we are confident you will find it valuable to your organization.

Value-added management letter
Another important by-product of the audit is a value-added management letter. Our goal is to produce a truly meaningful letter that will be issued in conjunction with the CAFR. We keep our management letters pragmatic, considering only relevant control and business issues, and balancing them against the costs and relative benefits of suggested solutions. As a matter of practice, we discuss the contents of our letters with appropriate levels of management before our recommendations are formally issued.

Examples of value-added business advice provided to our clients include: 1) internal control improvement suggestions relating to specific applications such as capital asset accounting, patient accounting, practice management, time and attendance, and purchasing/central supply systems; 2) communication of process improvement suggestions relating to information technology's ability to capture, record, and maintain records in a reliable manner; 3) communication of corporate compliance maters and the rules and regulations that must be addressed to help ensure uninterrupted federal and state program reimbursement; 4) communication of federal and state program changes and their impact on the client organization;5) communication of accounting and reporting changes required by generally accepted accounting principles; and 6) improvement suggestions identified as a result of our review of actuarial reports relating to approach and/or assumptions used. We look forward to the opportunity to share such value-added comments with the County.

Sophisticated technology tools

Audit performance and efficiency are enhanced by sophisticated software, and we utilize a highly automated audit approach and a set of supporting tools and methodologies to help track, manage, and organize information traditionally stored in audit files. Our substantially paperless audit system has made bulky reference materials a thing of the past. All of the schedules and other information that we receive from our clients' staff generally come from existing electronic files, which enhances efficiency and effectiveness. We continually invest extensively in audit-related tools, communication systems and networks, leading practices, data warehouses, and knowledgeware — all designed to provide our professionals with information resources and the most advanced tools in the profession. The County will continue to benefit from the enhanced efficiency and cost-effectiveness of our audit work. A detailed description of our technology tools can be found in Appendix C.

Professional fees

We are mindful that cost is a consideration in selecting a professional services firm, and are sensitive to your budgetary constraints. We believe we offer a reasonable fee that enables us to perform at the highest professional standards of quality.

Our fees are based, in part, on our expectations as to the level of effort required to provide the requested services and the extent of involvement by more experienced professionals. Fees are also based on our investments in people and technology, and our perceptions of the marketplace for professional services. We expect that our fees will reflect the value of the services provided and responsibilities assumed, and will be considered fair and reasonable by Cook County and Deloitte & Touche.

Fees are based on accounting and auditing literature known to us as of date of this proposal. Further, our fees are based on the current systems utilized by the County and the fact that there are five major funds in the CAFR for governmental activities.

We have structured our fees based upon our strong desire to develop a mutually rewarding relationship with Cook County. Deloitte & Touche believes that fees alone should not be the determining factor in selecting an accounting firm—the decision should be based on the ability to provide the level of service characteristic of a long-term, mutually satisfying business relationship. Additionally, fees should be weighed against the benefits that can be provided by the professional services provider. As we have indicated throughout this proposal, we believe that we can bring substantial benefits to the County.

We believe we can continue to offer the County quality services that will not only meet your audit needs, but will also give you innovative ideas that will add value to your business.

Services covered by our fee proposal

The reports covered under our fee proposal are as follows. Deloitte & Touche will issue all reports unless otherwise noted below:

1. Independent Auditors' Report for the Basic Financial Statements in the County's CAFR
2. Independent Auditors' Report for the County Health Facilities combined financial statements
3. Cook County Clerk of the Circuit Court Agency Fund (report issued by Velma Butler & Company, Ltd.)
    a. Independent Auditors' Report on the Statement of Changes in Assets and Liabilities of the Agency Fund
    b. Independent Auditors' Report on Internal Control Over Financial Reporting and Compliance and Other Matters Based Upon an Audit of the Financial Statements Performed in Accordance with Government Auditing Standards
    c. Independent Auditors' Report on Compliance with Applicable Legal Requirements (705 ILCS 105/27.8 and State of Illinois Administrative Office of the Illinois Courts Reporting Requirements)
4. Independent Auditors' Report on the Compliance with Requirements Applicable to Each Major Program and Internal Control Over Compliance with OMB Circular A-133 which includes an "in relation" to opinion for the County's Schedule of Expenditures of Federal Awards (report issued by Washington, Pittman & McKeever)
5. Independent Auditors' Report on Internal Control Over Financial Reporting and Compliance and Other Matters Based Upon an Audit of the Financial Statements Performed in Accordance with Government Auditing Standards
6. Report to Management

Fees

The following table outlines our estimated fees for the services outlined above. Audit fees will increase by five percent in following years.

	2007	2008	2009
Audit of the County Basic Financial Statements	$850,491	$893,016	$937,667
Bureau of Health Audit	374,100	392,805	412,445
OMB Circular A-133 Audit	147,862	155,255	163,018
Audit of the Clerk of the Circuit Court	107,536	112,913	118,559
Total	$1,479,989	$1,553,989	$1,631,689

The 2007 proposed fee for the audit of the County's basic financial statements includes a 4 percent increase from our prior year fee. In prior years, we had integrated personnel from the Office of the County Auditor into our engagement team on prior audits. We understand that these services are no longer available for external audits. Therefore, our proposed fee accounts for this loss of the previously contracted 1,245 staff hours.

The fee change from 2006 to 2007 is illustrated below.

Proposed fee	2007
County fees for 2006 audits	$1,180,492
4% inflationary factor	47,220
Effect of loss of hours from County Auditor	43,175
Additional scope for Bureau of Health audit	109,102
Total	$1,479,989

We know that efficiencies can be obtained if one firm audits both the CAFR and the stand-alone audit of the Bureau of Health. Therefore, if Deloitte & Touche is selected as external auditors for all components, then we will reduce our total annual audit fee by $50,000, for the audit area of your choice.

Other advisory services

In accordance with our "no-surprises" approach, we will not bill additional amounts for routine phone calls and routine consultations that deal with normal business issues in the course of our service relationship. We believe that such calls and visits are critical to developing and maintaining a quality service relationship. In fact, before any special project begins that is beyond the scope of this proposal, we will meet with you to discuss and mutually agree upon the project's scope, timing, and fees. We encourage our clients to look upon us as year-round business advisors, and we want you to regard us as a ready resource to assist you with issues and questions that fall within our professional competence. Our fees for these other services will be determined based on the level of effort required, and will be based on the applicable hourly rates for the services provided.

Please see the following page for the Cost Proposal form.

ATTACHMENT E: COST PROPOSAL FORM

PROPOSAL PAGE

The Proposer declares that its has carefully examined the Request for Proposal documents, the Proposal Forms, General and Special Conditions and Specifications identified as PROFESSIONAL AUDITING SERVICES as prepared by Cook County and has become familiar with all of the conditions under which it must be carried out and understands that by submitting proposed pricing on these pages, Proposer waives all right to plead any misunderstanding regarding the same.

ITEM NO.	DESCRIPTION
1.	Professional Audit Services

GRAND TOTAL: $1,479,989*

SERVICE DATE:

We will expect notice from the County to indicate start date of audit.

(NUMBER OF CALENDAR DAYS AFTER AWARD OF CONTRACT)

*We propose that efficiencies can be obtained if one firm audits both the County's CAFR and the stand-alone audit of the Bureau of Health. Therefore, if Deloitte & Touche is selected as external auditors for all components in the RFP, then we will reduce our annual fee by $50,000.

Deloitte.

Deloitte & Touche LLP
111 South Wacker Drive
Chicago, IL 60606

www.deloitte.com

RECEIVED
JAN 31 2008
PURCHASING DEPARTMENT
BY:
08 FEB 19 PM 4:09

December 12, 2007

Ms. Donna L. Dunnings
Chief Financial Officer
118 N. Clark Street, Room 1127
Chicago, IL 60602

Re: Best and Final Offer

Dear Ms. Dunnings:

Thank you for the opportunity to meet with the Evaluation Committee yesterday.

We are pleased to present a Best and Final Offer for our professional fees. This letter updates our proposal for Professional Audit Services, dated October 18, 2007.

All other aspects of our proposal, including our team, "integrated audit" approach, training sessions, and projected future year inflationary fee increases, will remain the same.

The following table outlines our REVISED fees for the services requested. The revised amount represents a reduction of $80,000 from our original proposal.

Audit Area	2007	2008	2009
CAFR and Basic Financial Statements	$304,000	$341,000	$887,000
Bureau of Health	354,000	372,000	391,000
OMB Circular A-133	140,000	147,000	154,000
Clerk of the Circuit Court	102,000	107,000	112,000
Total	$1,400,000	$1,470,000	$1,544,000

We would be pleased to continue to work with the County. Our team is prepared to begin upon approval and contracting. Please contact me at 312-486-3044 or phagan@deloitte.com with any questions.

Sincerely,

Deloitte & Touche LLP

By: Patrick J. Hagan, Partner

Cc: Michael N. Mayo

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
NYC-002817726-02

PRODUCER
Marsh USA, Inc.
1166 Avenue of the Americas
New York, NY 10036

530003-ALL-25M-07-08

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

INSURED
Deloitte LLP
Deloitte & Touche LLP
Ten Westport Road
P.O. Box 820
Wilton, CT 06897

COMPANIES AFFORDING COVERAGE

COMPANY A: AMERICAN HOME ASSURANCE COMPANY

COMPANY B: ST. PAUL FIRE & MARINE INSURANCE CO.

COMPANY C:

COMPANY D:

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 5

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY**	721-8093	06/01/07	06/01/08	GENERAL AGGREGATE	$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] CLAIMS MADE [X] OCCUR				PERSONAL & ADV INJURY	$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any one fire)	$ 1,000,000
					MED EXP (Any one person)	$ 10,000
A	**AUTOMOBILE LIABILITY**	972-1776	06/01/07	06/01/08	COMBINED SINGLE LIMIT	$ 1,000,000
	X ANY AUTO					
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
	X AUTO PHYSICAL DAMAGE	$500 DEDUCTIBLE COMP/COLL			PROPERTY DAMAGE	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
B	**EXCESS LIABILITY**	QK09001587	06/01/07	06/01/08	EACH OCCURRENCE	$ 4,000,000
	X UMBRELLA FORM				AGGREGATE	$ 4,000,000
	OTHER THAN UMBRELLA FORM					$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**	159-2442 (AOS)	06/01/07	06/01/08	X WC STATU-TORY LIMITS [ ] OTH-ER	
A		159-2440 (CA)	06/01/07	06/01/08	EL EACH ACCIDENT	$ 1,000,000
A	THE PROPRIETOR/ PARTNERS/EXECUTIVE [ ] INCL	159-2441 ND,NY,OH,TX,WA,WI,WV	06/01/07	06/01/08	EL DISEASE-POLICY LIMIT	$ 1,000,000
A	OFFICERS ARE: [ ] EXCL	159-2439 (OR)	06/01/07	06/01/08	EL DISEASE-EACH EMPLOYEE	$ 1,000,000
A	**OTHER** WC continued...	159-2438 (FL)	06/01/07	06/01/08		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

County of Cook is included as additional insured; that the insurance afforded by such policies is primary insurance and non-contributory and the insurers will waive subrogation with respect to the contract with the Named Insureds.

CERTIFICATE HOLDER

COUNTY OF COOK
118 N. CLARK STREET
CHICAGO, IL 60602

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

AUTHORIZED REPRESENTATIVE
Marsh USA Inc.
BY: Nancy Bartolino

Nancy Bartolino

MM1(3/02)

VALID AS OF: 04/03/08

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
NYC-002817430-20

PRODUCER

Marsh USA, Inc.
1166 Avenue of the Americas
New York, NY 10036

709965-DTLLP-MSTR-07-08

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

INSURED

Deloitte LLP &
Deloitte & Touche LLP
and all other firms, entities and persons owned, controlled by or associated with the foregoing as more fully described in the Policy.

COMPANIES AFFORDING COVERAGE

COMPANY A
COMPANY B NORTH AMERICAN CAPACITY INS CO
COMPANY C
COMPANY D

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 2

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	$
	☐ COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$
	☐ CLAIMS MADE ☐ OCCUR				PERSONAL & ADV INJURY	$
	☐ OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$
	☐ _____				FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$
	☐ ANY AUTO				BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE	$
	☐ HIRED AUTOS					
	☐ NON-OWNED AUTOS					
	☐ _____					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	☐ ANY AUTO				OTHER THAN AUTO ONLY:	
	☐ _____				EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	☐ UMBRELLA FORM				AGGREGATE	$
	☐ OTHER THAN UMBRELLA FORM					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL				EL EACH ACCIDENT	$
					EL DISEASE-POLICY LIMIT	$
					EL DISEASE-EACH EMPLOYEE	$
B	**OTHER** Professional Indemnity	ZZL0000098-00	06/01/07	06/01/08	$1,000,000 each claim and in the aggregate	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

1. This policy is non-cancellable during the period shown.
2. The issuance of this certificate of insurance does not make the person or organization to whom it is issued an additional insured, nor does it modify in any manner the contract of insurance between the insured and the insurer.

CERTIFICATE HOLDER

County of Cook
118 N. Clark Street
Chicago, IL 60602

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

AUTHORIZED REPRESENTATIVE
Marsh USA Inc.
BY: Stan Hauff

MM1(3/02)

VALID AS OF: 04/03/08

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ECONOMIC DISCLOSURE STATEMENT

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MBE/WBE UTILIZATION PLAN
(SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in of the General Conditions or have a complete application for MBE/WBE certification on file with the Office of Contract Compliance.

I. **BIDDER'S/PROPOSER'S MBE/WBE STATUS:** (check the appropriate line)

__ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)

__ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letters of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance.)

X Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the work of the Contract. (If so, complete Sections II and III).

II. **Direct Participation of MBE/WBE Firms**

MBEs/WBEs that will act as subcontractors/suppliers/consultants include the following:

1. Name of MBE/WBE: Washington, Pittman & McKeever, LLC

   Address: 819 South Wabash, Suite 600, Chicago, IL 60605

   Contact Person: Lester McKeever Phone: 312-786-0330

   Dollar Amount Participation $ $140,000

   Percent Amount of Participation: 10 %

   *Letter of Intent attached? Yes X No ____

2. Name of MBE/WBE: John E. Wilson Ltd.

   Address: 53 W. Jackson, Suite 1362, Chicago, IL 60604

   Contact Person: John E. Wilson Phone: 312-939-2760

   Dollar Amount Participation $ 33,266

   Percent Amount of Participation: 2.4 %

   *Letter of Intent attached? Yes X No ____

Attach additional sheets as needed.

***All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.**

MBE/WBE UTILIZATION PLAN
(SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in of the General Conditions or have a complete application for MBE/WBE certification on file with the Office of Contract Compliance.

I. BIDDER'S/PROPOSER'S MBE/WBE STATUS: (check the appropriate line)

__ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)

__ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letters of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance.)

__ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the work of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms

MBEs/WBEs that will act as subcontractors/suppliers/consultants include the following:

3.X Name of MBE/WBE: Prado & Renteria CPA's Professional Group

Address: 1837 South Michigan Avenue, Chicago, IL 60616

Contact Person: Maria Prado Phone: 312-567-1330

Dollar Amount Participation $ 92,397

Percent Amount of Participation: 6.6 %

*Letter of Intent attached? Yes X No

2. Name of MBE/WBE: Odell Hicks & Company LLC

Address: 180 N. Stetson AVenue, Suite 2401, Chicago, IL 60601

Contact Person: Odell Hicks Phone: 312-861-0113 x 243

Dollar Amount Participation $ 24,950

Percent Amount of Participation: 1.8 %

*Letter of Intent attached? Yes X No

Attach additional sheets as needed.

***All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.**

MBE/WBE UTILIZATION PLAN
(SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in of the General Conditions or have a complete application for MBE/WBE certification on file with the Office of Contract Compliance.

I. **BIDDER'S/PROPOSER'S MBE/WBE STATUS:** (check the appropriate line)

__ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)

__ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letters of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance.)

__ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the work of the Contract. (If so, complete Sections II and III).

II. **Direct Participation of MBE/WBE Firms**

MBEs/WBEs that will act as subcontractors/suppliers/consultants include the following:

1. Name of MBE/WBE: Hill, Taylor LLC

   Address: 116 South Michigan Avenue, Chicago, IL 60603

   Contact Person: James Hill, Jr. Phone: 312-332-4964

   Dollar Amount Participation $ 76,596

   Percent Amount of Participation: 5.5 %

   *Letter of Intent attached? Yes X No

2. Name of MBE/WBE: Velma Butler & Company Ltd.

   Address: 6 East Monroe, Suite 400, Chicago, IL 60603

   Contact Person: Velma Butler Phone: 312-922-1272

   Dollar Amount Participation $ 102,000

   Percent Amount of Participation: 7.3 %

   *Letter of Intent attached? Yes X No

Attach additional sheets as needed.

***All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.**

MBE/WBE UTILIZATION PLAN
(SECTION I)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in of the General Conditions or have a complete application for MBE/WBE certification on file with the Office of Contract Compliance.

I. BIDDER'S/PROPOSER'S MBE/WBE STATUS: (check the appropriate line)

__ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)

__ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letters of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance.)

__ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the work of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms

MBEs/WBEs that will act as subcontractors/suppliers/consultants include the following:

1. Name of MBE/WBE: Goodall, Kenner & Associates LLC

   Address: 800 East 78th Street, Suite 200, Chicago, IL 60619

   Contact Person: William Goodall Phone: 773-873-1010

   Dollar Amount Participation $ 20,791

   Percent Amount of Participation: 1.5 %

   *Letter of Intent attached? Yes X No

2. Name of MBE/WBE: _____

   Address: _____

   Contact Person: _____ Phone: _____

   Dollar Amount Participation $ _____

   Percent Amount of Participation: _____ %

   *Letter of Intent attached? Yes _____ No _____

Attach additional sheets as needed.

***All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.**

COOK COUNTY LETTER OF INTENT

(FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT)

Contract Title & Contract Number: RFP For Professional Auditing Services /

From: Washington, Pittman & McKeever, LLC
(Name of MBE/WBE Company)

To: Deloitte & Touche LLP and the County of Cook
(Name of Prime Bidder's Company)

The undersigned is prepared to provide the following described service(s) and/or supply the following described goods in connection with the above named contract.

Each service performed and/or item supplied will be detailed under Description of Service/Supply with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. ***All services performed and/or supplies provided must be either directly or indirectly related to this specific Cook County contract and must not include any services or supplies relating to any other governmental entity's contracts.***

Description of Service/Study	Fee/Cost	
Professional Auditing Services	$ 140,000	10.0 %
	$	%
	$	%
	$	%
	$	%
Total	$ 140,000	10.0 %

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding subcontract agreement conditioned upon the Prime Bidder's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I Lester H. McKeever, Jr. (**print name**) the Managing Principal (**title**) and duly authorized representative of Washington, Pittman & McKeever (**Name of MBE/WBE Company**) affirm that all of the foregoing information is true and correct and that the services and/or supplies indicated above will be performed/supplied for the above indicated dollar amount of $140,000 which represents the above indicated percentage of 10 % of this contract bid amount of $ 1,400,000 .

Lester H. McKeever, Jr. — 1 / 24 / 2008
(Signature of affiant) (Date)

Subscribed and sworn to before me this 24th day of January, 2008.

Janice Aaron
(Notary's Signature)

(Notary Seal) NOTARY PUBLIC OFFICIAL SEAL STATE OF ILLINOIS JANICE AARON MY COMMISSION EXPIRES OCTOBER 31, 2010

SRSW12.18

COOK COUNTY LETTER OF INTENT

Upon Penalty of perjury, I Patrick J. Hagan (**print name**) the Lead Partner (**title**) and duly authorized representative of Deloitte & Touche LLP (**Name of Prime Bidder's Company**) affirm that all of the foregoing information is true and correct and that the products/services indicated above will be purchased and paid for in the above indicated dollar amount of $ 140,000 which represents the above indicated percentage of 10.0 % of this contract bid amount of $ 1,400,000 .

Patrick J. Hagan — 1/11/08

(Signature of affiant) **(Date)**

Subscribed and sworn to before me this 11 day of January, 2008.

Mary Ann Shankman

(Notary's Signature)

OFFICIAL SEAL
MARY ANN SHANKMAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/15/08

(Notary Seal)

THE BOARD OF COMMISSIONERS
TODD H. STROGER
PRESIDENT

ARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	MIKE QUIGLEY	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	FORREST CLAYPOOL	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JOSEPH MARIO MORENO	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
ROBERTO MALDONADO	8th Dist.	ANTHONY J. PERAICA	16th Dist.
		ELIZABETH ANN DOODY GORMAN	17th Dist.

May 9, 2007

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY
CONTRACT COMPLIANCE ADMINISTRATOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

Mr. Lester H. McKeever, Jr., Managing Partner
Washington, Pittman & McKeever
819 South Wabash Avenue, Ste. 600
Chicago, IL 60605

Dear Mr. McKeever:

We are in receipt of your Application to the County of Cook for Re-Certification as a Minority Business Enterprise (MBE). This Application was made in the form of a Re-Certification Affidavit.

Washington, Pittman & McKeever is hereby Re-Certified as an **MBE (6)** eligible to fulfill **MBE (6)** goals on County contracts. Your firm is Re-Certified as of **June 27, 2007** for a period of one (1) year. **It is your obligation to apply for Re-Certification no later than the end of the tenth (10th) month following the effective date of your Certification.**

Your firm will be listed in the next edition of the Cook County Directory of Minority and Women Business Enterprises. Your area of specialty will be listed as:

MANAGEMENT CONSULTING; CERTIFIED PUBLIC ACCOUNTANT; TAXES AND AUDIT SERVICES

Your participation on County contracts will be credited toward **MBE (6)** goals only in your area of specialty. Credit for participation in other areas of specialty requires an expansion of your current Certification. Requests for expansion must be submitted to this office along with all documentation necessary to establish the firm's experience or ability to perform in the additional area of specialty.

It is the obligation of **Washington, Pittman & McKeever** to notify the Office of Contract Compliance in writing within ten (10) business days, of any changes in ownership and/or control of the firm. The County reserves the right to commence action to De-Certify your firm if this notification is not made. Certification may also be revoked if your firm is found to be involved in bidding or contractual irregularities.

Sincerely,

Betty Hancock Perry

Betty Hancock Perry
Contract Compliance Administrator
BHP/ehw

Printed on Recycled Paper

COOK COUNTY LETTER OF INTENT

(FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT)

Contract Title & Contract Number: RFP For Professional Auditing Services /

From: John E. Wilson Ltd.
(Name of MBE/WBE Company)

To: Deloitte & Touche LLP and the County of Cook
(Name of Prime Bidder's Company)

The undersigned is prepared to provide the following described service(s) and/or supply the following described goods in connection with the above named contract.

Each service performed and/or item supplied will be detailed under Description of Service/Supply with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. ***All services performed and/or supplies provided must be either directly or indirectly related to this specific Cook County contract and must not include any services or supplies relating to any other governmental entity's contracts.***

Description of Service/Study	Fee/Cost	
Professional Auditing Services	$ 33,266	2.4 %
	$	%
	$	%
	$	%
	$	%
Total	$ 33,266	2.4 %

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding subcontract agreement conditioned upon the Prime Bidder's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I John E. Wilson (**print name**) the President (**title**) and duly authorized representative of John E. Wilson LTD (**Name of MBE/WBE Company**) affirm that all of the foregoing information is true and correct and that the services and/or supplies indicated above will be performed/supplied for the above indicated dollar amount of $33,266 which represents the above indicated percentage of 2.4 % of this contract bid amount of $1,400,000.

John E Wilson
(Signature of affiant)

01/25/08
(Date)

Subscribed and sworn to before me this 25 day of January, 2008.

B Anderson
(Notary's Signature)

"OFFICIAL SEAL"
B. Anderson **(Notary Seal)**
Notary Public, State of Illinois
My Commission Exp. 05/05/2010

SPSV12.18

COOK COUNTY LETTER OF INTENT

Upon Penalty of perjury, I Patrick J. Hagan (**print name**) the Lead Partner (**title**) and duly authorized representative of Deloitte & Touche LLP (**Name of Prime Bidder's Company**) affirm that all of the foregoing information is true and correct and that the products/services indicated above will be purchased and paid for in the above indicated dollar amount of $ 33,266 which represents the above indicated percentage of 2.4 % of this contract bid amount of $ 1,400,000 .

Patrick J. Hagan
(Signature of affiant)

1/11/08
(Date)

Subscribed and sworn to before me this 11 day of January, 2008.

Mary Ann Shankman
(Notary's Signature)

OFFICIAL SEAL
MARY ANN SHANKMAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/15/08

(Notary Seal)

THE BOARD OF COMMISSIONERS
TODD H. STROGER
PRESIDENT

EAN COLLINS — 1st Dist. — PETER N. SILVESTRI — 9th Dist.
RT STEELE — 2nd Dist. — MIKE QUIGLEY — 10th Dist.
Y. BUTLER — 3rd Dist. — JOHN P. DALEY — 11th Dist.
IAM M. BEAVERS — 4th Dist. — FORREST CLAYPOOL — 12th Dist.
IRAH SIMS — 5th Dist. — LARRY SUFFREDIN — 13th Dist.
PATRICIA MURPHY — 6th Dist. — GREGG GOSLIN — 14th Dist.
PH MARIO MORENO — 7th Dist. — TIMOTHY O. SCHNEIDER — 15th Dist.
RTO MALDONADO — 8th Dist. — ANTHONY J. PERAICA — 16th Dist.
ELIZABETH ANN DOODY GORMAN — 17th Dist.

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY
CONTRACT COMPLIANCE ADMINISTRATOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

May 23, 2007

Mr. John E. Wilson, President
John E. Wilson, Ltd.
53 W. Jackson – Suite 562
Chicago, Illinois 60604

Dear Mr. Wilson:

We are in receipt of your Application to the County of Cook for Re-Certification as a Minority Business Enterprise (MBE). This Application was made in the form of a Re-Certification Affidavit.

John E. Wilson, Ltd. is hereby Re-Certified as an **MBE(6)** eligible to fulfill **MBE(6)** goals on County contracts. Your firm is Re-Certified as of **May 23, 2007** for a period of one (1) year. **It is your obligation to apply for re-Certification no later than the end of the tenth (10th) month following the effective date of your Certification.**

Your firm will be listed in the next edition of the Cook County Directory of Minority and Women Business Enterprises. Your area of specialty will be listed as:

ACCOUNTING and CONSULTING SERVICES

Your participation on County contracts will be credited toward **MBE(6)** goals only in your area of specialty. Credit for participation in other areas of specialty requires an expansion of your current Certification. Requests for expansion must be submitted to this office along with all documentation necessary to establish the firm's experience or ability to perform in the additional area of specialty.

It is the obligation of **John E. Wilson, Ltd.** to notify the Office of Contract Compliance in writing within ten (10) business days, of any changes in ownership and/or control of the firm. The County reserves the right to commence action to De-Certify your firm if this notification is not made. Certification may also be revoked if your firm is found to be involved in bidding or contractual irregularities.

Sincerely,

Betty Hancock Perry BH.

Betty Hancock Perry
Contract Compliance Administrator

BHP/es

Printed on Recycled Paper

COOK COUNTY LETTER OF INTENT

(FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT)

Contract Title & Contract Number: RFP For Professional Auditing Services /

From: Prado & Renteria CPA's Professional Group
(Name of MBE/WBE Company)

To: Deloitte & Touche LLP and the County of Cook
(Name of Prime Bidder's Company)

The undersigned is prepared to provide the following described service(s) and/or supply the following described goods in connection with the above named contract.

Each service performed and/or item supplied will be detailed under Description of Service/Supply with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. ***All services performed and/or supplies provided must be either directly or indirectly related to this specific Cook County contract and must not include any services or supplies relating to any other governmental entity's contracts.***

Description of Service/Study	Fee/Cost	
Professional Auditing Services	$ 92,397	6.6 %
	$	%
	$	%
	$	%
	$	%
Total	$ 92,397	6.6 %

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding subcontract agreement conditioned upon the Prime Bidder's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I Maria de J. Prado **(print name)** the President **(title)** and duly authorized representative of Prado & Renteria CPAs, **(Name of MBE/WBE Company)** affirm that all of the foregoing information is true and correct and that the services and/or supplies indicated above will be performed/supplied for the above indicated dollar amount of $92,397.00 which represents the above indicated percentage of 6.6 % of this contract bid amount of $1,400,000.

Maria de J. Prado
(Signature of affiant)

1/24/08
(Date)

Subscribed and sworn to before me this 24th day of January, 2008.

Guadalupe Prado
(Notary's Signature)

OFFICIAL SEAL
GUADALUPE PRADO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/30/10
(Notary Seal)

SPSV12.18

COOK COUNTY LETTER OF INTENT

Upon Penalty of perjury, I Patrick J. Hagan (**print name**) the Lead Partner (**title**) and duly authorized representative of Deloitte & Touche LLP (**Name of Prime Bidder's Company**) affirm that all of the foregoing information is true and correct and that the products/services indicated above will be purchased and paid for in the above indicated dollar amount of $ 92,397 which represents the above indicated percentage of 6.6 % of this contract bid amount of $ 1,400,000 .

Patrick J. Hagan
(Signature of affiant)

1/11/08
(Date)

Subscribed and sworn to before me this 11 day of January, 2008.

Mary Ann Shankman
(Notary's Signature)

OFFICIAL SEAL
MARY ANN SHANKMAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/15/08
(Notary Seal)

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Montel M. Gaylor
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
http://www.cityofchicago.org

February 2, 2008

Maria de J. Prado, President
Prado & Renteria Certified Public Accountants, Prof. Corp.
1837 South Michigan Avenue
Chicago, Illinois 60616

Annual Certificate Expires: **June 1, 2009**
Vendor Number: **1041358**

Dear Ms. Prado:

We are pleased to inform you that **Prado & Renteria Certified Public Accountants, Prof. Corp.** has been certified as a **Minority Owned Business Enterprise (MBE) and Women Owned Business Enterprise (WBE)** by the City of Chicago. This **MBE/WBE** certification is valid until **June 1, 2013**; however your firm must be re-validated annually. Your firm's next annual validation is required by **June 1, 2009.**

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

CERTIFIED PUBLIC ACCOUNTANT (CPA) SERVICES

Your firm's participation on City contracts will be credited only toward **MBE/WBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE/WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/emc

NEIGHBORHOODS Alive! BUILDING CHICAGO TOGETHER

CHICAGO WORKS TOGETHER

COOK COUNTY LETTER OF INTENT

(FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT)

Contract Title & Contract Number: RFP For Professional Auditing Services /

From: Odell Hicks & Company, LLC
(Name of MBE/WBE Company)

To: Deloitte & Touche LLP and the County of Cook
(Name of Prime Bidder's Company)

The undersigned is prepared to provide the following described service(s) and/or supply the following described goods in connection with the above named contract.

Each service performed and/or item supplied will be detailed under Description of Service/Supply with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. ***All services performed and/or supplies provided must be either directly or indirectly related to this specific Cook County contract and must not include any services or supplies relating to any other governmental entity's contracts.***

Description of Service/Study	Fee/Cost	
Professional Auditing Services	$ 24,950	1.8 %
	$	%
	$	%
	$	%
	$	%
Total	$ 24,950	1.8 %

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding subcontract agreement conditioned upon the Prime Bidder's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I ODELL HICKS, JR. **(print name)** the MANAGING MEMBER **(title)** and duly authorized representative of ODELL HICKS & COMPANY, LLC **(Name of MBE/WBE Company)** affirm that all of the foregoing information is true and correct and that the services and/or supplies indicated above will be performed/supplied for the above indicated dollar amount of $24,950 which represents the above indicated percentage of 1.8% of this contract bid amount of $1,400,000.

Odell Hicks

(Signature of affiant)

1 / 24 / 2008
(Date)

Subscribed and sworn to before me this 24th day of January 2008.

Rosario Arriaga

(Notary's Signature)

OFFICIAL SEAL
ROSARIO ARRIAGA
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11-15-2009

(Notary Seal)

SPSV12.18

COOK COUNTY LETTER OF INTENT

Upon Penalty of perjury, I Patrick J. Hagan (**print name**) the Lead Partner (**title**) and duly authorized representative of Deloitte & Touche LLP (**Name of Prime Bidder's Company**) affirm that all of the foregoing information is true and correct and that the products/services indicated above will be purchased and paid for in the above indicated dollar amount of $ 24,950 which represents the above indicated percentage of 1.8 % of this contract bid amount of $ 1,400,000 .

Patrick J. Hagan
(Signature of affiant)

1/11/08
(Date)

Subscribed and sworn to before me this 11th day of January, 2008.

Mary Ann Shankman
(Notary's Signature)

OFFICIAL SEAL
MARY ANN SHANKMAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/15/08
(Notary Seal)

Chicago
M. Daley, Mayor

ent of
nent Services

A. Lumpkin
ocurement Officer

., Room 403
th LaSalle Street
Illinois 60602
4-4900
4-2949 (TTY)
ww.cityofchicago.org

November 10, 2006

Odell Hicks,Jr.
Odell Hicks & Company, LLC
180 North Stetson, Suite 2401
Chicago, Illinois 60601

Annual Certificate Expires: November 1, 2007
Vendor Number: 1000278

Dear Mr. Hicks:

We are pleased to inform you that **Odell Hicks & Company, LLC** has been certified as a **MBE** by the City of Chicago. This **MBE** certification is valid until **November 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **November 1, 2007.**

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Certified Public Accountant

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/dm

IGHBORHOODS
Alive!
DING CHICAGO TOGETHER

CHICAGO WORKS TOGETHER

page

COOK COUNTY LETTER OF INTENT

(FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT)

Contract Title & Contract Number: RFP For Professional Auditing Services /

From: Hill, Taylor
(Name of MBE/WBE Company)

To: Deloitte & Touche LLP and the County of Cook
(Name of Prime Bidder's Company)

The undersigned is prepared to provide the following described service(s) and/or supply the following described goods in connection with the above named contract.

Each service performed and/or item supplied will be detailed under Description of Service/Supply with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. ***All services performed and/or supplies provided must be either directly or indirectly related to this specific Cook County contract and must not include any services or supplies relating to any other governmental entity's contracts.***

Description of Service/Study	Fee/Cost	
Professional Auditing Services	$ 76,596	5.5 %
	$	%
	$	%
	$	%
	$	%
Total	$ 76,596	5.5 %

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding subcontract agreement conditioned upon the Prime Bidder's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I JAMES HILL, JR **(print name)** the _____ **(title)** and duly authorized representative of HILL, TAYLOR LLC **(Name of MBE/WBE Company)** affirm that all of the foregoing information is true and correct and that the services and/or supplies indicated above will be performed/supplied for the above indicated dollar amount of $ 76596 which represents the above indicated percentage of 5.5% of this contract bid amount of $ 1,392,654.

James Hill, Jr
(Signature of affiant)

1/22/08
(Date)

Subscribed and sworn to before me this 22 day of January, 2008.

Margie Williams
(Notary's Signature)

(Notary Seal) Williams
SPSV12.18

EF-3
REVISED 07/25/2005 (web)

COOK COUNTY LETTER OF INTENT

Upon Penalty of perjury, I Patrick J. Hagan (**print name**) the Lead Partner (**title**) and duly authorized representative of Deloitte & Touche LLP (**Name of Prime Bidder's Company**) affirm that all of the foregoing information is true and correct and that the products/services indicated above will be purchased and paid for in the above indicated dollar amount of $ 76,596 which represents the above indicated percentage of 5.5 % of this contract bid amount of $ 1,400,000 .

Patrick J. Hagan
(Signature of affiant)

1/11/08
(Date)

Subscribed and sworn to before me this 11 day of January, 2008.

Mary Ann Shankman
(Notary's Signature)

OFFICIAL SEAL
MARY ANN SHANKMAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/15/08
(Notary Seal)

of Chicago
ard M. Daley, Mayor

rtment of
urement Services

ara A. Lumpkin
Procurement Officer

Hall, Room 403
North LaSalle Street
go, Illinois 60602
744-4900
744-2949 (TTY)
/www.cityofchicago.org

July 11, 2007

James Hill, R., Managing Member
Hill, Taylor LLC
116 South Michigan Ave.
Chicago, IL 60603

Annual Certificate Expires: **August 1, 2008**
Vendor Number: **380637**

Dear Mr. Hill, Jr.:

Congratulations on your continued eligibility for certification as a **MBE** by the City of Chicago. This **MBE** certification is valid until **August 2011**; however your firm must be re-validated annually. Your firm's next annual validation is required by **August 1, 2008.**

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Certified Public Accountant (CPA) Services;
Retail Luggage Cart Services

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **MBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,

Lori Ann Lypson
Deputy Procurement Officer

LAL/ymj

IL UCP HOST: CTA

EIGHBORHOODS Alive!
ILDING CHICAGO TOGETHER

CHICAGO WORKS TOGETHER

page

COOK COUNTY LETTER OF INTENT

(FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT)

Contract Title & Contract Number: RFP For Professional Auditing Services /

From: Velma Butler & Company, Ltd.
(Name of MBE/WBE Company)

To: Deloitte & Touche LLP and the County of Cook
(Name of Prime Bidder's Company)

The undersigned is prepared to provide the following described service(s) and/or supply the following described goods in connection with the above named contract.

Each service performed and/or item supplied will be detailed under Description of Service/Supply with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. ***All services performed and/or supplies provided must be either directly or indirectly related to this specific Cook County contract and must not include any services or supplies relating to any other governmental entity's contracts.***

Description of Service/Study	Fee/Cost	
Professional Auditing Services	$ 102,000	7.3 %
	$	%
	$	%
	$	%
	$	%
	$	%
Total	$ 102,000	7.3 %

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding subcontract agreement conditioned upon the Prime Bidder's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I Velma Butler **(print name)** the President **(title)** and duly authorized representative of Velma Butler Company Ltd **(Name of MBE/WBE Company)** affirm that all of the foregoing information is true and correct and that the services and/or supplies indicated above will be performed/supplied for the above indicated dollar amount of $ 102,000 which represents the above indicated percentage of 7.3 % of this contract bid amount of $ 1,400,000.

Velma [signature]
(Signature of affiant)

1/22/08
(Date)

Subscribed and sworn to before me this 22nd day of Jan., 2008.

Janet R. Fiore
(Notary's Signature)

"OFFICIAL SEAL"
Janet R. Fiore
(Notary Seal) State of Illinois
My Commission Exp. 10/07/2008
SPSV12-18

EF-3
REVISED 07/25/2005 (web)

COOK COUNTY LETTER OF INTENT

Upon Penalty of perjury, I Patrick J. Hagan (**print name**) the Lead Partner (**title**) and duly authorized representative of Deloitte & Touche LLP (**Name of Prime Bidder's Company**) affirm that all of the foregoing information is true and correct and that the products/services indicated above will be purchased and paid for in the above indicated dollar amount of $ 102,000 which represents the above indicated percentage of 7.3 % of this contract bid amount of $ 1,400,000 .

Patrick J. Hagan
(Signature of affiant)

1/11/08
(Date)

Subscribed and sworn to before me this 11 day of January, 2008.

Mary Ann Shankman
(Notary's Signature)

OFFICIAL SEAL
MARY ANN SHANKMAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/15/08
(Notary Seal)

THE BOARD OF COMMISSIONERS
TODD H. STROGER
PRESIDENT

ARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
OBERT STEELE	2nd Dist.	MIKE QUIGLEY	10th Dist.
RRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
ILLIAM M. BEAVERS	4th Dist.	FORREST CLAYPOOL	12th Dist.
EBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
AN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
SEPH MARIO MORENO	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
OBERTO MALDONADO	8th Dist.	ANTHONY J. PERAICA	16th Dist.
		ELIZABETH ANN DOODY GORMAN	17th Dist.

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

BETTY HANCOCK PERRY
DIRECTOR
CONTRACT COMPLIANCE ADMINISTRATOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

August 31, 2007

Ms. Velma Butler, President
Velma Butler & Company, Inc.
6 East Monroe Street, Ste. 400
Chicago, Illinois 60603

Dear Ms. Butler:

We are in receipt of your Application to the County of Cook for Re-Certification as a Minority and Women Business Enterprise (MBE/WBE). This Application was made in the form of a Re-Certification Affidavit.

Velma Butler & Company, Inc. is hereby Re-Certified as an MBE (6) WBE is eligible to fulfill MBE (6) or WBE goals on County contracts. Your firm is Re-Certified as of August 31, 2007 for a period of one (1) year. **It is your obligation to apply for Re-Certification no later than the end of the tenth (10th) month following the effective date of your Certification.**

Your firm will be listed in the next edition of the Cook County Directory of Minority and Women Business Enterprises. Your area of specialty will be listed as:

AUDITING, ACCOUNTING, FINANCIAL MANAGEMENT/INFORMATION SYSTEMS CONSULTING, TRAINING; TAX SERVICES

Your participation on County contracts will be credited toward MBE (6) or WBE goals only in your area of specialty. Credit for participation in other areas of specialty requires an expansion of your current Certification. Requests for expansion must be submitted to this office along with all documentation necessary to establish the firm's experience or ability to perform in the additional area of specialty.

It is the obligation of Velma Butler & Company, Inc., to notify the Office of Contract Compliance in writing within ten (10) business days, of any changes in ownership and/or control of the firm. The County reserves the right to commence action to De-Certify your firm if this notification is not made. Certification may also be revoked if your firm is found to be involved in bidding or contractual irregularities.

Sincerely,

Betty Hancock Perry BH

Betty Hancock Perry
BHP/es

COOK COUNTY LETTER OF INTENT

(FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT)

Contract Title & Contract Number: RFP For Professional Auditing Services /

From: Goodall, Kenner & Associates, LLC
(Name of MBE/WBE Company)

To: Deloitte & Touche LLP and the County of Cook
(Name of Prime Bidder's Company)

The undersigned is prepared to provide the following described service(s) and/or supply the following described goods in connection with the above named contract.

Each service performed and/or item supplied will be detailed under Description of Service/Supply with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. ***All services performed and/or supplies provided must be either directly or indirectly related to this specific Cook County contract and must not include any services or supplies relating to any other governmental entity's contracts.***

Description of Service/Study	Fee/Cost	
Professional Auditing Services	$ 20,791	1.5 %
	$	%
	$	%
	$	%
	$	%
	$	%
Total	$ 20,791	1.5 %

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding subcontract agreement conditioned upon the Prime Bidder's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I WILLIAM C. GOODALL (**print name**) the PRESIDENT (**title**) and duly authorized representative of GOODALL, KENNER & ASSOCIATES, LLP (**Name of MBE/WBE Company**) affirm that all of the foregoing information is true and correct and that the services and/or supplies indicated above will be performed/supplied for the above indicated dollar amount of $20,791 which represents the above indicated percentage of 1.5% of this contract bid amount of $1,400,000.

(Signature of affiant) (Date) 1/25/2008

Subscribed and sworn to before me this 25th day of January, 2008.

Savoldi Silas
(Notary's Signature)

Official Seal
Savoldi Silas
Notary Public State of Illinois
My Commission Expires 04/06/2011

SPSV12.18

COOK COUNTY LETTER OF INTENT

Upon Penalty of perjury, I Patrick J. Hagan (**print name**) the Lead Partner (**title**) and duly authorized representative of Deloitte & Touche LLP (**Name of Prime Bidder's Company**) affirm that all of the foregoing information is true and correct and that the products/services indicated above will be purchased and paid for in the above indicated dollar amount of $ 20,791 which represents the above indicated percentage of 1.5 % of this contract bid amount of $ 1,400,000 .

Patrick J. Hagan — **(Signature of affiant)**

1/11/08 — **(Date)**

Subscribed and sworn to before me this 11 day of January, 2008.

Mary Ann Shankman — **(Notary's Signature)**

OFFICIAL SEAL
MARY ANN SHANKMAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/15/08

(Notary Seal)

CONTRACTOR CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND COOK COUNTY ORDINANCES. CONTRACTOR IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO EXECUTION OF THIS CONTRACT. EXECUTION OF THE CONTRACT SHALL CONSTITUTE EXECUTION OF THESE CERTIFICATIONS AND SHALL ALSO CONSTITUTE A WARRANTY BY CONTRACTOR THAT ALL THE STATEMENTS SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE AND CORRECT STATEMENTS. CONTRACTOR IS HEREBY NOTIFIED THAT FAILURE TO EXECUTE THESE CERTIFICATIONS SHALL RESULT IN DISQUALIFICATION FROM ELIGIBILITY FOR THE AWARD OF THIS CONTRACT. CONTRACTOR IS FURTHER NOTIFIED THAT IN THE EVENT THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THE CONTRACT SHALL BE SUBJECT TO TERMINATION.

A. COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-7.1.

Chapter 10, Section 10-7.1. of the Ordinances and Resolutions of the County of Cook provide as follow:

10-7.1. - PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION. No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity,

(a) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity.

(b) Has been convicted of an act committed, within the State of Illinois, of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 et seq.

(c) Has been convicted of bid-rigging or attempting to rig bids under the laws of the State of Illinois,

(d) Has been convicted of an act committed, within the State of Illinois, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1 et seq.

(e) Has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois.

(f) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois,

(g) Has made an admission of guilt of such conduct as set forth in subsections (a) through (f) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to,

(h) Has entered a plea of nolo contendere to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (a) through (f) above. (Ord. 7-2-79, p. 4213.)

THE UNDERSIGNED HEREBY CERTIFIES THAT:

(1) the entity on whose behalf this certification is submitted has not been convicted, or entered a plea of nolo contendere, or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (h) of the Ordinances and Resolutions of the County of Cook;

(2) the owner, partner of shareholder who controls, directly or indirectly, twenty percent (20%) or more of the business entity has not been convicted or entered a plea of nolo contendere or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (h);

(3) it does not employ as an officer, any individual who was an officer of another business entity at the time the latter business entity committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (h);

(4) it does not have an owner who controls, directly or indirectly, twenty percent (20%) or more of the business who was an owner who, directly or indirectly, controlled twenty percent (20%) or more of a business entity at the time the latter committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (h).

B. BID-RIGGING OR BID ROTATING.

In accordance with Public Act 85-1295 (as amended by Public Act 86-150) Section 33E-11 (Illinois Compiled Statutes, 720ILCS 5/33 E-11).

THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT: it is not barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

In accordance with Public Act 86-1459 (Illinois Compiled Statutes, 30 ILCS 580/3).

THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT: it will provide a drug free workplace as per the requirements of Public Act 86-1459.

D. COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

Cook County Ordinance Chapter 10, Section 10-6.1 provides that no person or business entity shall be awarded a contract or subcontract for goods or services with the County of Cook that is delinquent in the payment of any tax (including real estate tax) or fee administered by the County of Cook.

THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT: it is not delinquent in the payment of any tax or fee administered by the County of Cook (including real estate tax) unless such tax is being contested in accordance with the procedures established by County Ordinance.

E. COOK COUNTY HUMAN RIGHTS ORDINANCE CHAPTER 25, SECTION 25-76 (adopted March 16, 1993)

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public

accommodations, housing, or provision of County facilities, services or programs.

THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT: it is in compliance with these policies and it is in agreement to abide by such policies as a part of its contractual obligations.

F. ILLINOIS HUMAN RIGHTS ACT

In accordance with Public Act 81-1216 (Amended by P.A. 87-1257) (Illinois Compiled Statute, 775 ILCS 5/2-105).

THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT: it is in compliance with the Act and is in agreement to abide by the requirements of the Act as part of its contractual obligations.

G. LIVING WAGE ORDINANCE (adopted September 15, 1998 effective December 1, 1998)

The Cook County Living Wage Ordinance mandates that a base wage of $7.60 per hour be paid to individuals employed under contracts between Cook County and any person or entity awarded a Contract by Cook County or the subcontractor of any such person or entity.

"Contract" means any written agreement requiring Board approval whereby the County is committed to or does expend funds in connection with the agreement or a subcontract thereof. The term "contract" as used in this ordinance specifically excludes contracts with the following:

1.) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);

2.) Community Development Block Grants;

3.) President's Office of Employment Training;

4.) Sheriff's Work Alternative Program; and

5.) Department of Correction inmates.

THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT: it is in compliance with this Ordinance and agrees to abide by the requirements of this Ordinance as part of its contractual obligations.

H. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (adopted November 18, 1997)

Effective July 1, 1998 every Applicant for a County Privilege shall be in full compliance with any Child Support Order before such Applicant is entitled to receive or renew a County Privilege. When Delinquent Child Support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"*Applicant*" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"*County Privilege*" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of $10,000.00.

"*Substantial Owner*" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

In this regard, please provide the name and social security number of each Substantial Owner of the business entity, the name of which appears on the execution page.

I. COOK COUNTY MACBRIDE ORDINANCE (adopted May 16, 1995)

Cook County MacBride Ordinance provides that if the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, it is hereby required that the contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT: it is in full compliance with the provisions of this Ordinance and is in agreement to abide by the requirements of the MacBride Principles for Northern Ireland as part of its contractual obligations.

J. LOCAL BUSINESS PREFERENCE (adopted March 6, 1997)

The Purchasing Agent shall, in the purchase of all supplies, services and construction by sealed RFP bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than two percent (2%).

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

1.) Is bidder/proposer a "Local Business" as defined above?
Yes: X No: _____

2.) How many persons are currently employed on a full-time basis by bidder/proposer? Approximately 13,000 world-wide, 3000-plus in Chicago

3.) Did the bidder/proposer have a bona fide establishment at transacting business within Cook County on the date this bid was advertised? Yes: X No: _____
If yes, list such bidder/proposer business addresses:
111 S. Wacker Drive, Chicago, IL 60606

4.) Does bidder/proposer have locations at which it transacts business outside the County of Cook? Yes: X No: _____
If yes, list such bidder/proposer business addresses:
Deloitte & Touche LLP has 100 offices in the United States.

(Attach Additional Sheets if Necessary)

5.) How many of bidder/proposer's current full-time employees work at locations within the County of Cook? Approximately 3000

THE UNDERSIGNED HEREBY CERTIFIES THAT: he/she has personal knowledge of the information provided above and that the information provided is correct.

ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE (SECTION 5)

The Contracting Party understands and agrees that:

A. By completing and filing this, the Contracting Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the County may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the County in connection with the Matter, whether procurement, County assistance, or other County action, and are material inducements to the County's execution of any contractor taking other action with respect to the Matter. The Contracting Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

C. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312)603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Contracting Party must comply fully with the applicable ordinances.

D. If the County determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the County may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Contracting Party's participation in the Matter and/or declining to allow the Contracting Party to participate in other transactions with the County. Remedies at law for a false statement of material fact may include incarceration and an award to the County of treble damages.

E. It is the County's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Contracting Party waives and releases any possible rights or claims which it may have against the County in connection with the public release of information contained in this EDS and also authorizes the County to verify the accuracy of any information submitted in this EDS.

F. The information provided in this EDS must be kept current. In the event of changes, the Contracting Party must supplement this EDS up to the time the County takes action on the Matter. If the Matter is a contract being handled by the Office of the Purchasing Agent, the contracting Party must update this EDS as the contract requires.

The Contracting Party represents and warrants that:

G. The Contracting Party has not withheld or reserved any disclosures as to economic interests in the Contracting Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County agency action.

CERTIFICATION

Under penalty of perjury, the person signing below warrants that he/she is authorized to execute this EDS on behalf of the Contracting Party and warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the County.

Deloitte & Touche LLP
Print or type name of Contracting Party

By: Patrick J Hagan

Patrick J. Hagan
Print or type name of person signing

Partner
Print or type title of person signing

March 10, 2008
Date

Signed and sworn to before me this 10 day of March, 2008

Mary Ann Shankman
Notary Public Signature

Notary Seal

Commission Expires: 3-15-2008

OFFICIAL SEAL
MARY ANN SHANKMAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/15/08

EXECUTION BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number 08-41-127 and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract by the Cook County Board of Commissioners, the undersigned agrees that execution of this Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: Deloitte & Touche LLP

BUSINESS ADDRESS: 111 S. Wacker Drive, Chicago, IL 60606

BUSINESS TELEPHONE: 312-486-2000 FEIN/SSN: 13-3891517

CONTACT PERSON: Patrick J. Hagan FAX NUMBER: 312-247-3044

* COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:
PERMANENT INDEX NUMBER(S): None

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

**COOK COUNTY BUSINESS REGISTRATION NUMBER: Not available

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*** BY: X Patrick J. Hagan Date: March 10, 2008

Subscribed and Sworn to
before me this 10 day
of March, 2008.

X Mary Ann Shankman
Notary Public Signature

OFFICIAL SEAL
MARY ANN SHANKMAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/15/08

My commission expires 3/15/2008

Notary Seal

* REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

** If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.

*** Attach hereto a partnership resolution or other document authorizing execution of this Bid Proposal on behalf of the Partnership.

ADDENDUM TO COOK COUNTY CONTRACT #08-41-127
MODIFICATION

This Addendum, when signed by authorized representatives of Deloitte & Touche LLP ("Contractor") and the County of Cook (the "County"), shall be binding upon Contractor and the County and is intended to and shall modify the Contract documents which were previously executed by Contractor and the County on March 26, 2008 (the "Contract") and shall be incorporated into and made a part of the Contract documents comprising Contractor's offer to contract with the County which is submitted to the Cook County Board of Commissioners for its execution consideration.

Modification to Part IV, "General Conditions"

First: GC-01, Subcontracting or Assignment of Contract or Contract Funds, is hereby modified by inserting the following final paragraph:

> "Contractor may subcontract to its affiliates or related entities, whether located within or outside of the United States."

Second: GC-03, Insurance, is hereby deleted in its entirety and replaced with the following:

> "Contractor shall purchase prior to commencing services and shall maintain at its own cost and expense, in full force and effect during the term of this agreement, the following insurance coverages with insurance carriers having an A.M. Best's rating, or its equivalent, of A- VIII or better:
>
> (a) Worker's Compensation with statutory limits;
> (b) Employers Liability, with a minimum $1,000,000 limit of liability per occurrence;
> (c) Commercial General Liability, including contractual liability and personal injury coverages, with the following minimum limits of liability:
> - $1,000,000 per occurrence for Bodily Injury and Property Damage; and
> - $1,000,000 General Aggregate;
> (d) Automobile Liability, with a minimum combined single limit of liability of $1,000,000/accident covering all owned, non-owned and hired vehicles;
> (e) Professional Liability in the minimum amount of $1,000,000 per claim;
> (f) Excess Liability Insurance in the amount of $4,000,000 per occurrence and in aggregate.
>
> Contractor shall furnish a certificate or certificates of insurance to the County prior to commencing performance under the Contract which evidences the above coverages. The Commercial General Liability, Excess Liability and Automobile Liability policies will name County of Cook, its elected and appointed officials, and its agents and employees s an additional insured in connection with the activities contemplated by the scope of this Contract. The insurance purchased and maintained by Contractor shall be primary and not excess or pro rata to any insurance issued by the County.
>
> The Worker's Compensation/Employer's Liability and Commercial General Liability policies will contain a waiver of subrogation in favor of the County".

Third: GC-04, Inspection and Responsibility, is hereby deleted in its entirety.

ADDENDUM TO COOK COUNTY CONTRACT #08-41-127
MODIFICATION

Fourth: GC-05, Indemnification, is hereby deleted in its entirety and replaced with the following:

> "The Contractor covenants and agrees to indemnify and save harmless the County and its Commissioners, Officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, reasonable attorney's fees, losses, damages and liabilities incurred or suffered for bodily injury (including death) to persons and damage to tangible property to the extent caused directly and proximately by the negligence or willful misconduct of Contractor, its officers, agents, employees, contractors or subcontractors, in the course of performing services hereunder. The contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided. The County will give Contractor prompt notice of any such claim and County will consult with Contractor in the defense and settlement thereof. Contractor shall be entitled to control the handling of any such claim made against it and to defend or settle the same, in its sole discretion, with counsel of its own choosing. In order to not impair Contractor's independence under the American Institute of Certified Professional Public Accountants' Interpretation 101-1-A and Interpretation 101-1-B, this provision is not to be construed to require Contractor to indemnify the County for damages, losses, or cost to the extent caused by the County."

Fifth: GC-09, Price Reduction, is hereby deleted in its entirety.

Sixth: GC-11, Disputes, is hereby modified by adding the following:

> "Contractor shall not be required to provide services in violation of applicable law or professional standards or rules. Contractor shall be entitled to avail itself of the judicial system to seek any redress available to it at law or in equity."

Seventh: GC-14, Contractor's Remedies, is hereby modified by deleting the last two sentences of the second paragraph.

Eighth: CG-15, Delays, is deleted in its entirety.

Ninth: GC-18, Compliance with The Laws, is hereby deleted in its entirety and replaced with the following:

> "Notwithstanding anything in this Contract to the contrary, the Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies and the professional standards of the AICPA and state boards of accountancy which may in any manner affect the performance of the Contract. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor. The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.
>
> If the Contractor believes that any provisions of this Contract or any instruction from the County hereunder is inconsistent with any applicable law, ordinance, regulation, code or professional standard, Contractor shall promptly give notice hereunder to the County and attempt in good faith to resolve such inconsistency with the County."

ADDENDUM TO COOK COUNTY CONTRACT #08-41-127
MODIFICATION

Tenth: GC-21, Conduct of the Contractor, is hereby modified by deleting the first sentence in its entirety and replacing it with the following:

> "The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes violates the conflict of interest rules promulgated by the American Institute of Certified Public Accountants."

In the second to last line of CG-21, the words "the County's" are hereby replaced with "an agreed upon".

In addition, the following is hereby added to CG-21 as the final paragraph:

> "County shall cooperate with Contractor in the performance by the Contractor of the services hereunder. County shall be responsible for the performance of its personnel and for the accuracy and completeness of all data and information provided to Contactor for purposes of the performance of the Services."

Eleventh: GC-25, Termination For Convenience and Suspension of Contact, is hereby modified by adding the following final paragraphs:

> "Contractor may terminate this Contract by giving written notice to County, if it determines that an existing or pending governmental, regulatory or professional entity's law, rule, regulation, interpretation or decision would render Contractor's performance of any part of the Services illegal or otherwise unlawful or in conflict with independence or professional rules.
>
> Any in process Deliverable shall be provided "as is" and the County shall not be entitled to rely on, and the Consultant shall have no liability with respect to, any such Deliverable."

Twelfth: GC-26, Guarantees and Warranties, is hereby modified by adding the following final paragraph:

> "DISCLAIMER. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION AND IN SECTION 3.02(A), CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE."

Thirteenth: GC-27, Standard of Deliverables, is hereby deleted in its entirety.

Fourteenth: GC-28, Delivery, is hereby deleted in its entirety.

Fifthteenth: GC-31, Confidentiality and Ownership of Documents, is hereby modified by (i) replacing the words "shall be" with "that are" in the first sentence of the second paragraph, (ii) adding the words "upon full and final payment therefor, except for any intellectual property of Contractor contained within such Deliverables" at the end of the first sentence of the second paragraph, and (iii) adding the following final paragraph:

ADDENDUM TO COOK COUNTY CONTRACT #08-41-127
MODIFICATION

"The County's ownership and license rights in this Article are subject to the County's full and final payment of the applicable Deliverables. Contractor may reproduce or disclose any information (including any Documents or Deliverables) (i) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards or rules, or in connection with litigation pertaining to this Contract, or (ii) to any of its subcontractors, whether located within or outside of the United States, that are providing services in connection with this engagement and that have agreed to be bound by confidentiality obligations similar to those in this paragraph."

Sixteenth: GC-32, Audit; Examination of Records, is hereby modified by inserting the words "the fees billed under" after the words "related to" and before the words "the Contract" in the first sentence of the first paragraph, and by inserting the words "related to the fees billed" at the end of the first sentence in the first paragraph.

Seventeenth: IT IS EXPRESSLY AGREED THAT THE MODIFICATIONS CONTAINED HEREIN AND THE ENGAGEMENT LETTERS EXECUTED BY THE PARTIES HERETO EACH YEAR FOR THE TERM OF THIS CONTRACT (THE FORM OF WHICH IS ATTACHED HERETO AS EXHIBIT A) ARE A COMPLETE DECLARATION OF ALL MODIFICATIONS TO THE CONTRACT DOCUMENTS AND SHALL SUPERSEDE THE CONTRACT DOCUMENTS TO THE EXTENT OF THE MODIFICATIONS.

This Addendum modifying Cook County contract No. 08-41-127 is executed on behalf of Deloitte & Touche LLP and the County this 26 day of March 2008.

Deloitte & Touche LLP

Patrick J. Hagan

By: Patrick J. Hagan
Authorized Partner

Subscribed and sworn before me this
26 day of March 2008.

Notary Public

County of Cook

By:

Official Seal
Cecelia M Vollen
Notary Public State of Illinois
My Commission Expires 09/06/2009

EXHIBIT A

FORM OF ENGAGEMENT LETTER

Deloitte

March 26, 2008

Deloitte & Touche LLP
111 S. Wacker Drive
Chicago, IL 60606-4301
USA

Tel: +1 312 486 1000
Fax: +1 312 486 1486
www.deloitte.com

President Todd H. Stroger
Cook County, Illinois
69 West Washington
Chicago, IL 60602

Ms. Donna Dunnings
Chief Financial Officer
Cook County, Illinois
118 N. Clark, Room 500
Chicago, IL 60602

Mr. John Cookinham
Cook County Bureau of Health
Chief Financial Officer
1900 W. Polk St Suite 104
Chicago IL 60612

Dear President Stroger, Ms. Dunnings and Mr. Cookinham:

Deloitte & Touche LLP (D&T or "we" or "us") is pleased to serve as independent auditors and the principal auditor for Cook County, Illinois (the "County"). Mr. Patrick J. Hagan, Mr. Michael N. Mayo and Mr. Donnell J. O'Callaghan will be responsible for the services that we perform for the County hereunder.

In addition to the audit services we are engaged to provide under this engagement letter, we would also be pleased to assist the County on issues as they arise throughout the year. Hence, we hope that you will call Mr. Hagan whenever you believe D&T can be of assistance.

We will perform this engagement subject to the terms and conditions set forth herein and in the accompanying appendices.

Audit of Financial Statements

Our engagement is to perform an audit in accordance with auditing standards generally accepted in the United States of America ("generally accepted auditing standards") and standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States ("generally accepted government auditing standards"). The objectives of an audit conducted in accordance with the aforementioned standards are:

- To express an opinion on the fairness of the presentation of each opinion unit in the County's basic financial statements, the accompanying supplementary information and, the Health Bureau's stand-alone basic financial statements and to disclaim an opinion on the required supplementary information for the year ended November 30, 2007 in conformity with accounting principles generally accepted in the United States of America ("generally accepted accounting principles"), in all material respects.

- To report on the County's and Health Bureau's internal control over financial reporting and on their compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters for the year ended November 30, 2007 based on an audit of financial statements performed in accordance with the standards applicable to financial audits contained in Government Auditing Standards. We will not report on the County's or Health Bureau's compliance with requirements applicable to each major program and on internal control over compliance in accordance with the *U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* ("OMB Circular A-133"); that audit will be performed by other auditors.

Appendix A contains a description of an audit under generally accepted auditing standards and generally accepted government auditing standards.

Our ability to express an opinion and the wording thereof will, of course, be dependent on the facts and circumstances at the date of our report. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or decline to issue a report as a result of this engagement. If we are unable to complete our audit or if the report to be issued by D&T as a result of this engagement requires modification, the reasons therefor will be discussed with the Audit Committee and the County's management.

We will also issue a report to management which identifies any control deficiencies and best practices that are noted as a result of our audit.

Our report on the County's and Health Bureau's internal control and compliance and other matters will state that it is intended solely for the information and use of the Audit Committee, management, federal awarding agencies, and pass-through entities and are not intended to be and should not be used by anyone other than these specified parties.

Management's Responsibilities

Appendix B describes management's responsibilities for (1) the basic financial statements and all accompanying information, (2) representation letters, (3) independence matters relating to providing certain services, and (4) independence matters relating to hiring.

Other Communications Arising From the Audit

Appendix C describes various matters that we are required by generally accepted auditing standards and generally accepted government auditing standards to communicate with the Audit Committee and management.

Fees

We estimate that our fees for the audit of the County's financial statements and the Health Bureau's stand-alone basic financial statements will be $804,000 and $354,000, respectively, including expenses, as approved by the County Board on December 18, 2007 and described in contract number 08-41-127.

Based on the anticipated timing of the work, our fees will be billed approximately as follows:

Invoice Date	County Amount	Health Bureau Amount
March 2008:	$300,000	$150,000
May 2008:	300,000	150,000
July 2008:	180,000	50,000
Completion of the audit:	24,000	4,000

We anticipate sending invoices according to the schedule above, and payments are due 30 days from the date of the invoice.

In addition, the County agrees to compensate D&T for any time and expenses that we may incur in responding to requests for documents or information under HIPAA and any regulations promulgated thereunder. We will notify you promptly of any circumstances we encounter that could significantly affect our estimate and discuss with you any additional fees, as necessary. Additional services provided beyond the described scope of services described herein will be billed separately.

Compliance with requirements applicable to each major program and on internal control over compliance in accordance with the *U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* ("OMB Circular A-133" or "Single Audit") for the County and the Health Bureau will be tested by and the Single Audit report issued by **Washington, Pittman & McKeever.**

The audit of the Clerk of the Circuit Court of Cook County will be performed by **Prado & Renteria.** The fees for these two audits are not included in the totals above, and will be billed separately by D&T.

Access to Working Papers by Regulators

In accordance with the requirements of *Government Auditing Standards*, we are required to provide access to our working papers and photocopies thereof to a federal agency or the Comptroller General of the United States upon their request for their regulatory oversight purposes. If such a request is made, we will inform you prior to providing such access. The working papers for this engagement are the property of D&T and constitute confidential information. Access to the requested working papers will be provided to representatives of the United States Government Accountability Office or other appropriate government audit staffs under the supervision of D&T audit personnel and at a location designated by us. If photocopies are requested, we will mark all information as confidential and maintain control over the duplication of all information. The working papers relating to this audit will be retained by us for a minimum of three years from the date of the reports issued, or such longer period as required to satisfy legal and administrative requirements.

Inclusion of D&T Reports or References to D&T in Other Documents or Electronic Sites

If the County intends to publish or otherwise reproduce in any document our report on the County's financial statements, or otherwise make reference to D&T in a document that contains other information in addition to the audited financial statements (e.g., in a periodic filing with a regulator, in a debt or equity offering circular, or in a private placement memorandum), thereby associating D&T with such document, the County agrees that its management will provide D&T with a draft of

the document to read and obtain our approval for the inclusion or incorporation by reference of our report, or the reference to D&T, in such document before the document is printed and distributed. Our approval may be evidenced by an oral communication. The inclusion or incorporation by reference of our report in any such document would constitute the reissuance of our report. The County also agrees that its management will notify us and obtain our approval prior to including our report on an electronic site.

We understand that the County may, at some future date, consider a bond offering and, in connection with such offering, may request that we reissue our report or consent to its inclusion or incorporation by reference in a related offering document. Our engagement to perform the services described above does not constitute our agreement to be associated with any such offering of securities. Any request by the County to reissue our report, to consent to its inclusion or incorporation by reference in an offering or other document, or to agree to its inclusion on an electronic site will be considered based on the facts and circumstances existing at the time of such request. Our procedures will not result in additional charges to the County.

******

This engagement letter, including the appendices attached hereto and made a part hereof, constitutes the entire agreement between the parties with respect to this engagement and supersedes all other prior and contemporaneous agreements or understandings between the parties, whether written or oral, relating to this engagement.

If the above terms are acceptable and the services outlined are in accordance with your understanding, please sign the copy of this engagement letter in the space provided and return it to us.

Yours truly,

Deloitte & Touche LLP

Accepted and agreed to by Cook County, Illinois:

By: _____
Title: President
Date: _____

By: _____
Title: Chief Financial Officer
Date: _____

By: _____
Title: Chief Financial Officer, Bureau of Health
Date: _____

cc: Joe Fratto

DESCRIPTION OF AN AUDIT UNDER GENERALLY ACCEPTED AUDITING STANDARDS AND GENERALLY ACCEPTED GOVERNMENT AUDITING STANDARDS
Cook County, Illinois
Year Ended November 30, 2007

Components of an Audit

An audit includes the following:

- Consideration of internal control over financial reporting, as a basis for determining audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over financial reporting

- Examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements

- Inquiring directly of the Audit Committee regarding its views about the risk of fraud and whether the Audit Committee has knowledge of any fraud or suspected fraud affecting the County

- Assessing the accounting principles used and significant estimates made by management

- Evaluating the overall financial statement presentation

We will also perform tests of the County's compliance with certain provisions of laws, regulations, and the provisions of contracts or grant agreements. However, it is not our objective to provide an opinion on overall compliance with those provisions, and, accordingly, we will not express such an opinion.

Generally accepted accounting principles provide for certain required supplementary information ("RSI"), such as a management's discussion and analysis, to accompany the County's basic financial statements. As part of our engagement, we will apply certain limited procedures to the County's RSI. Those limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management will affirm to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with our procedures relating to it, we will disclaim an opinion on the RSI.

Supplementary information other than RSI, such as combining and individual fund financial statements, and statistical data, also accompany the County's basic financial statements and the Hospital Bureau's stand-alone financial statements. We will subject all supplementary information that is financially oriented to the audit procedures applied in our audit of the basic financial statements and render our opinion on whether that information is fairly presented, in all material respects, in relation to the basic financial statements taken as a whole. We will disclaim an opinion on supplementary information that comprises nonaccounting information or accounting information not directly related to the basic financial statements. We will also make specific inquiries of management about supplementary information, which management will affirm to us in its representation letter.

Reasonable Assurance

We will plan and perform our audit to obtain reasonable assurance about whether the basic financial statements for each opinion unit are free of material misstatement, whether caused by error or fraud, and we will perform tests of the County's compliance with certain provisions of laws, regulations, contracts, and grants. However, because of the characteristics of fraud, a properly planned and performed audit may not detect a material misstatement. Therefore, an audit conducted in accordance with generally accepted auditing standards is designed to obtain reasonable, rather than absolute, assurance that the basic financial statements are free of material misstatement. An audit is not designed to detect error or fraud that is immaterial to the basic financial statements or to detect immaterial instances of noncompliance, nor is it designed to provide assurance on internal control or to identify control deficiencies.

Medicare, Medicaid, and HIPAA Compliance

Claims for payment for services rendered to Medicare and Medicaid beneficiaries must meet applicable billing laws and regulations that, among other things, require that the services are medically necessary, accurately coded, and sufficiently documented in the beneficiaries' medical records. Although we will make certain limited inquiries about procedures and controls relating to compliance with these laws and regulations, we will not perform an audit of claims submitted to Medicare and Medicaid with respect to such compliance. The determination of medical necessity, coding accuracy, and sufficiency of medical records documentation is not within the auditors' responsibility. Accordingly, neither our audit of the County's financial statements for the year ended November 30, 2007, nor any reviews or other services provided pursuant to this engagement letter, will provide any assurances, nor will we express any opinion, that the claims submitted by the County for services rendered to Medicare and Medicaid beneficiaries are in compliance with applicable billing laws and regulations.

As described below, identifying and ensuring that the County complies with the laws and regulations applicable to its activities is the responsibility of the County's management. Neither our audit of the County's financial statements for the year ended November 30, 2007, nor any reviews or other services provided pursuant to this engagement letter will provide any assurances, nor will we express any opinion, that the County's efforts or the efforts of any other parties, such as the County's vendors, service providers, customers, unconsolidated subsidiaries or joint ventures in which the County has an investment, or other third parties are appropriate to establish procedures or to have a process in place to be compliant with the laws and regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or any other laws or regulations. In addition, we are not engaged to perform, nor will we perform as part of this engagement, any procedures to test whether the County is compliant with HIPAA or any other laws or regulations, or whether the plans and activities of the County or any other third parties are sufficient to address and correct problems that might arise because of noncompliance, nor will we express any opinion or provide any other assurances with respect to these matters.

MANAGEMENT'S RESPONSIBILITIES
Cook County, Illinois
Year Ended November 30, 2007

Financial Statements, Internal Control, and Compliance

The overall accuracy of the basic financial statements and all accompanying information and their conformity with generally accepted accounting principles is the responsibility of the County's management. In this regard, management has the responsibility for, among other things:

- Establishing and maintaining effective internal control over financial reporting and compliance with laws, regulations, and provisions of contracts or grant agreements
- Identifying and ensuring that the County complies with the laws and regulations applicable to its activities and the provisions of contracts or grant agreements, and informing us of any known material violations of such laws, regulations, or provisions
- Adjusting the basic financial statements to correct material misstatements
- Making all financial records and related information available to us
- Taking timely and appropriate steps to remedy fraud, illegal acts, violations of provisions of contracts or grant agreements, or abuse that we report
- Having a process to track the status of audit findings and recommendations
- Identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives of our audit and the corrective actions taken to address significant findings and recommendations

Representation Letters

We will make specific inquiries of the County's management about the representations (1) embodied in the basic financial statements and all accompanying information. Additionally, we will request that management provide to us the written representations the County is required to provide to its independent auditors under generally accepted auditing standards. As part of our audit procedures, we will request that management provide us with a representation letter acknowledging management's responsibility for the preparation of the basic financial statements and all accompanying information and affirming management's belief that the effects of any uncorrected financial statement misstatements aggregated by us during the current audit engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the basic financial statements for the applicable opinion units. We will also request that management confirm certain representations made to us during our audit. The responses to those inquiries and related written representations of management required by generally accepted auditing standards are part of the evidential matter that D&T will rely on in forming its opinion on the County's basic financial statements and the Health Bureau's stand-alone financial statements. Because of the importance of management's representations, the County agrees to release and indemnify D&T and its personnel from all claims, liabilities, and expenses relating to our services under this engagement letter attributable to any misrepresentation by management.

Independence Matters Relating to Providing Certain Services

In connection with our engagement, D&T, management and the Audit Committee will assume certain roles and responsibilities in an effort to assist D&T in maintaining independence. Management of the County will ensure that the County has policies and procedures in place for the purpose of ensuring that the County will not act to engage D&T or accept from D&T any service that under American Institute of Certified Public Accountants (AICPA), *Government Auditing Standards*, or other applicable rules would impair D&T's independence. All potential services are to be discussed with Mr. Hagan.

Independence Matters Relating to Hiring

Management will coordinate with D&T to ensure that D&T's independence is not impaired by hiring former or current D&T partners, principals, or professional employees in a key position, as defined in the AICPA *Code of Professional Conduct*, that would cause a violation of the AICPA *Code of Professional Conduct* or other applicable independence rules. Any employment opportunities with the County for a former or current D&T partner, principal, or professional employee should be discussed with Mr. Hagan before entering into substantive employment conversations with the former or current D&T partner, principal, or professional employee.

For purposes of the preceding two paragraphs, "D&T" shall mean Deloitte & Touche LLP and its subsidiaries; Deloitte Touche Tohmatsu, its member firms, the affiliates of Deloitte & Touche LLP, Deloitte Touche Tohmatsu and its member firms; and, in all cases, any successor or assignee.

OTHER COMMUNICATIONS ARISING FROM THE AUDIT
Cook County, Illinois
Year Ended November 30, 2007

Fraud and Illegal Acts

We will report directly to the Audit Committee any fraud of which we become aware that involves senior management, and any fraud (whether caused by senior management or other employees) of which we become aware that causes a material misstatement of the financial statements. We will report to senior management any fraud perpetrated by lower level employees of which we become aware that does not cause a material misstatement of the financial statements; however, we will not report such matters directly to the Audit Committee, unless otherwise directed by the Audit Committee.

We will inform the appropriate level of management of the County and determine that the Audit Committee is adequately informed with respect to illegal acts that have been detected or have otherwise come to our attention in the course of our audit, unless the illegal acts are clearly inconsequential.

Internal Control and Other Matters

In planning the audit, we will follow up on known significant findings and recommendations from previous financial audits, attestation engagements, performance audits, or other studies that directly relate to the objectives of the current audit to determine the effect on our risk assessment and audit procedures.

As part of our audit, we will be alert to situations or transactions that could be indicative of abuse, which involves behavior that is deficient or improper when compared with behavior that a prudent person would consider reasonable and necessary business practice given the facts and circumstances. The determination of abuse is subjective; *Government Auditing Standards* does not require us to provide reasonable assurance of detecting abuse, and we will not design the audit to detect abuse. However, if we become aware of indications of material abuse, we will apply procedures to ascertain whether abuse has occurred. Under generally accepted auditing standards and generally accepted government auditing standards, we may be required to directly report fraud, illegal acts, violations of provisions of contracts or grant agreements, and abuse to outside parties.

We will report directly to management and the Audit Committee all significant deficiencies and material weaknesses identified during the audit. Our written communication will distinguish clearly between those matters considered by D&T to be significant deficiencies and those considered by D&T to be material weaknesses.

A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the County's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the County's financial statements that is more than inconsequential will not be prevented or detected. A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected.

We may communicate to management and the Audit Committee on internal control, compliance, or other matters we have observed and possible ways to improve the County's operational efficiency and effectiveness or otherwise improve its internal control or other policies and procedures.

We will communicate to the Audit Committee matters required by AU 380, *Communications with Audit Committees*.

Circumstances affecting Timing and Fee Estimate
Cook County, Illinois

YEAR ENDING ENDED NOVEMBER 30, 2007

The fees quoted for the audit are based on certain assumptions. Circumstances may arise during the engagement that may significantly affect the targeted completion dates and our fee estimate. Professional auditing standards require that we communicate these changes in scope to you.

We understand that any proposed additional fees will be governed by the terms and conditions in GC-16 of the Contract. Such circumstances that we would discuss with you could include:

1. Changes to the timing of the engagement at the County's request.

2. Audit schedules and electronic files are not (a) provided by the County on the date requested, (b) completed in an agreed-upon format, (c) mathematically correct, or (d) in agreement with the appropriate County records (e.g., general ledger accounts). D&T will provide the County with a separate listing of required schedules, information requests, and the dates such items are needed.

3. Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, etc.).

4. Deterioration in the quality of the County's accounting records during the current-year engagement in comparison with the prior-year engagement.

5. A completed trial balance and draft financial statements, referenced to the supporting analyses and schedules, are not provided timely by the County.

6. A significant level of proposed audit adjustments is identified during our audit, or a significant level of deficiencies in the draft financial statements.

7. Significant new issues or changes as follows:
   a. New accounting issues.
   b. Accounting policies or practices different from those used in prior years.
   c. Transactions not contemplated.
   d. County's financial reporting process or IT systems.
   e. Auditing standards.
   f. County's use of specialists or their work product does not meet the qualifications required by generally accepted auditing standards for our reliance upon their work.

GENERAL BUSINESS TERMS
Cook County, Illinois
Year Ended November 30, 2007

1. Independent Contractor. It is understood and agreed that D&T is an independent contractor and that D&T is not, and will not be considered to be, an agent, partner, fiduciary, or representative of the County or the Audit Committee.

2. Survival. The agreements and undertakings of the County and the Board of Commissioners contained in the engagement letter to which these terms are attached (the "engagement letter"), together with the appendices to the engagement letter including these terms, will survive the completion or termination of this engagement.

3. Assignment and Subcontracting. Except as provided below, no party may assign, transfer, or delegate any of its rights or obligations relating to this engagement (including, without limitation, interests or claims relating to this engagement) without the prior written consent of the other parties. The County and the Board of Commissioners hereby consent to D&T subcontracting a portion of its services under this engagement to any affiliate or related entity, whether located within or outside of the United States. Professional services performed hereunder by any of D&T's affiliates or related entities shall be invoiced as professional fees, and any related expenses shall be invoiced as expenses, unless otherwise agreed.

   In addition, the County and the Board of Commissioners also hereby consent to the use by D&T of **Washington, Pittman & McKeever, Prado & Renteria, John E. Wilson, Goodall Kenner, Odell Hicks & Co. and / or Hill Taylor LLC** (hereinafter "subcontractors") as subcontractors in connection with this engagement; professional services performed hereunder by the subcontractors and any related expenses shall be invoiced as expenses, unless otherwise agreed.

4. Severability. If any term of the engagement letter, including its appendices, is determined to be invalid or unenforceable, such term shall not affect the other terms hereof or thereof, but such invalid or unenforceable term shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein and therein.

5. Force Majeure. No party shall be deemed to be in breach of this engagement letter (including its appendices) as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

5. Dispute Resolution. Any controversy or claim between the parties arising out of or relating to the engagement letter, including its appendices, or this engagement (a "Dispute") shall be resolved by mediation or binding arbitration as set forth in the Dispute Resolution Provision attached hereto as Appendix F and made a part hereof.

DISPUTE RESOLUTION PROVISION
Cook County, Illinois
Year Ended November 30, 2007

This Dispute Resolution Provision sets forth the dispute resolution process and procedures applicable to the resolution of Disputes and shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise.

Mediation: All Disputes shall be first submitted to nonbinding confidential mediation by written notice to the parties, and shall be treated as compromise and settlement negotiations under the standards set forth in the Federal Rules of Evidence and all applicable state counterparts, together with any applicable statutes protecting the confidentiality of mediations or settlement discussions. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution ("CPR"), at the written request of a party, shall designate a mediator.

Arbitration Procedures: If a Dispute has not been resolved within 90 days after the effective date of the written notice beginning the mediation process (or such longer period, if the parties so agree in writing), the mediation shall terminate and the Dispute shall be settled by binding arbitration to be held in Chicago, Illinois. The arbitration shall be solely between the parties and shall be conducted in accordance with the CPR Rules for Non-Administered Arbitration that are in effect at the time of the commencement of the arbitration, except to the extent modified by this Dispute Resolution Provision (the "Rules").

The arbitration shall be conducted before a panel of three arbitrators. Each of the County and Deloitte & Touche LLP shall designate one arbitrator in accordance with the "screened" appointment procedure provided in the Rules and the two party-designated arbitrators shall jointly select the third in accordance with the Rules. No arbitrator may serve on the panel unless he or she has agreed in writing to enforce the terms of the engagement letter (including its appendices) to which this Dispute Resolution Provision is attached and to abide by the terms of this Dispute Resolution Provision. Except with respect to the interpretation and enforcement of these arbitration procedures (which shall be governed by the Federal Arbitration Act), the arbitrators shall apply the laws of the State of Illinois (without giving effect to its choice of law principles) in connection with the Dispute. The arbitrators shall have no power to award punitive, exemplary or other damages not based on a party's actual damages (and the parties expressly waive their right to receive such damages). The arbitrators may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition. Discovery shall be conducted in accordance with the Rules.

All aspects of the arbitration shall be treated as confidential, as provided in the Rules. Before making any disclosure permitted by the Rules, a party shall give written notice to all other parties and afford such parties a reasonable opportunity to protect their interests. Further, judgment on the arbitrators' award may be entered in any court having jurisdiction.

Costs: Each party shall bear its own costs in both the mediation and the arbitration; however, the parties shall share the fees and expenses of both the mediators and the arbitrators equally.

BUSINESS ASSOCIATE APPENDIX
Cook County, Illinois
Year Ended November 30, 2007

If and to the extent, and so long as, required by 42 U.S.C. §§ 1320d through 1320d-8 and the regulations issued thereunder ("HIPAA") and not otherwise, Deloitte & Touche LLP ("D&T") and Cook County, Illinois ("County") hereby agree to the following with respect to Protected Health Information (as such term is defined in 45 CFR § 160.103) of the County obtained by D&T in connection with its performance of services under the attached engagement letter (such engagement letter, together with all attachments, appendices, and exhibits thereto, including this Business Associate Appendix, this "Agreement"):

(A) D&T may use and disclose such Protected Health Information as reasonably required or contemplated in connection with the performance of services under this Agreement, excluding the use or further disclosure of such Protected Health Information in a manner that would violate the requirements of 45 CFR Part 164, if done by the County; provided, however, D&T may use and disclose such Protected Health Information for the proper management and administration of D&T as provided in 45 CFR § 164.504(e)(4), including without limitation use and disclosure as required for D&T to comply with applicable professional standards and obligations;

(B) D&T will not use or further disclose such Protected Health Information other than as permitted or required by this Agreement or as required by applicable law;

(C) D&T will use appropriate safeguards to prevent use or disclosure of such Protected Health Information other than as provided for by this Agreement;

(D) D&T will report to the County any use or disclosure of such Protected Health Information not provided for by this Agreement of which D&T becomes aware;

(E) D&T will ensure that any subcontractors or agents to whom D&T provides such Protected Health Information agree to the same restrictions and conditions that apply to D&T with respect to such Protected Health Information;

(F) D&T will make available such Protected Health Information in accordance with 45 CFR §164.524;

(G) D&T will make available such Protected Health Information for amendment and incorporate any amendments to such information in accordance with 45 CFR §164.526;

(H) D&T will make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528;

(I) D&T will make its internal practices, books, and records relating to the use and disclosure of such Protected Health Information available to the United States Health and Human Services Secretary for purposes of determining the County's compliance with 45 CFR Part 164;

(J) D&T will, at termination of this Agreement, if feasible, return or destroy all such Protected Health Information that D&T still maintains in any form and retain no copies of such Protected Health Information or, if such return or destruction is not feasible (such as in the event that the retention of such Protected Health Information by D&T is required by law, regulation, professional standards, or reasonable business practice to evidence D&T's services), extend the protections of this Business Associate Appendix to such Protected Health Information and limit further uses and disclosures to those purposes that make the return or destruction of such Protected Health Information infeasible;

(K) The County will have the right to terminate this Agreement by the delivery of written notice of termination to D&T if the County determines that D&T has violated a material term of this Business Associate Appendix and D&T fails to cure such violation within 30 days of D&T's receipt of written notice of such violation;

(L) The County will not disclose any Protected Health Information or other information to D&T, if such disclosure would violate HIPAA or any applicable state law;

(M) The County has not adopted and will not adopt any privacy policies that would restrict D&T's ability to provide services contemplated under this Agreement or otherwise restrict D&T's ability to use and disclose Protected Health Information for the proper management and administration of D&T as permitted under this Agreement;

(N) The County has not sought any patient consents or authorizations or agreed to any restrictions requested by patients, and will not seek any patient consents or authorizations or agree to any such restrictions in the future, that would restrict D&T's ability to provide services contemplated under this Agreement or otherwise restrict D&T's ability to use and disclose Protected Health Information for the proper management and administration of D&T as permitted under this Agreement;

(O) Without limiting clause (M) above, the County shall provide D&T with a copy of its Notice of Privacy Practices ("Notice") currently in use and if such Notice is modified in the future, the County shall provide D&T with such modified Notice promptly following adoption;

(P) Without limiting clause (N) above, the County shall notify D&T of any change in, or the withdrawal of, the consent or authorization of an individual regarding the use or disclosure of Protected Health Information to the extent that such change or withdrawal may affect D&T's use or disclosure of Protected Health Information;

(Q) The County shall not request D&T to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by County;

(R) Nothing contained in this Business Associate Appendix is intended to confer upon any person (other than the parties hereto) any rights, benefits, or remedies of any kind or character whatsoever, whether in contract, statute, tort (such as negligence), or otherwise, and no person shall be deemed a third-party beneficiary under or by reason of this Business Associate Appendix; and

(S) Effective on and after April 20, 2005 D&T will:

a. implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the County in connection with this Agreement;

b. ensure that any agent, including a subcontractor, to whom it provides such electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it; and

c. report to the County any attempted or successful unauthorized access, use, disclosure, modification, or destruction of such electronic Protected Health Information or interference with system operations in an Information System (as defined in 45 CFR § 164.304) affecting such electronic Protected Health Information of which D&T becomes aware.

PROPOSAL ACCEPTANCE
(SECTION 9)

The undersigned on behalf of the County of Cook, a body politic and corporate of the State of Illinois, hereby accept the foregoing Bid Proposal as identified in the Contract Documents for Contract Number 08-41-127

ITEM(S), SECTION(S), PART(S): _____

_____

TOTAL AMOUNT OF CONTRACT: $ 1,400,000 00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

DATED AT CHICAGO, ILLINOIS THIS 18th DAY

OF December 200 7

Todd H. Stroger
PRESIDENT, COOK COUNTY ~~BOARD~~ OF COMMISSIONERS

Carmen K. Nicke-Collins
COOK COUNTY PURCHASING AGENT

Josephine Scaldo
COOK COUNTY COMPTROLLER

APPROVED AS TO FORM:

Sarah Ceglia
ASSISTANT STATE'S ATTORNEY

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

APR 09 2008

COM _____

EDS-25

3.138

Report: R56REQ2

INC.

Purchase Requisition

Office of the Purchasing Agent

Cook County of Illinois

08-41-127

Purchase Order Number

166694

Requisition # OC 83401 Contract # 08-41-127

Open Date

Ship To:	8000069	Chief Financial Officer - Bur Cook County Building 118 N. Clark Street - RM 1127 Chicago IL 60602-1304	Delivery Instructions: Faisal Abassi 312-603-6752	Supplier: 81206	Deloitte & Touche 111 S Wacker Chicago IL 60606

Buyer Number	
Bid/Sole Src Code	SSV
Business Unit	4901618
Internal Req Number	Req 949010003
Board Apr Date & Item	Brd App 12/18/07 New Item#1
Requisition Date	1/15/2009
Date Needed	1/15/2009

One Time Purchase ____ Yes ____ No Covers Need for ____months. Specific Period of time _____ thru _____ Prior Contract No. _____ Expiration Date _____ Emergency No. _____

Line #	Commodity	Description	Bal. on Hand	Quantity	UOM	Est. Unit Cost	Extended Cost	Business Unit and Object Account
1.000	961	Professional Audit Services	< >		JB	.0000	525,000.00	4901618.521000

Professional Audit Services
Year End Financial Statements - 2007, 2008, & 2009
As Per Contract 08-41-127
Authorized By County Board 12/18/2007
Contract period
01/01/2008 through 12/31/2010
Amount Authorized $1,470,000.00
Amount Encumbered This PO $525,000.00
Balance to follow on Separate PO
Increase Authorized by County Board 3/4/2009

ON BUDGET HOLD
Name: L
Date: 4/10
Removed BH:
Please return these documents to the Office of the Purchasing Agent

RECEIVED
COMPTROLLER
09 APR 13 PM 2:29

Total of Items Ordered 525,000.00

09 APR -8 PM 4:27
PURCHASING AGENT
OFFICE OF THE
RECEIVED

LL 4/9

BL 4/10

CERTIFICATION

I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dept. no., account & activity numbers indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is a sufficient unencumbered balance in the account to grant same.

Cherie Jones
REQUISITIONER

Donna L Dunnings
BUREAU or DEPARTMENT HEAD

CCA

APPROVED BUDGETARY ACCOUNT

ACCT # _____

DATE _____ BY _____

PURCHASING USE ONLY

Deloitte & Touche Payments

BUREAU OF FINANCE

CONTRACT ADDENDUM

ITEM #10

APPROVED

COMMISSIONER PERAICA VOTED "NO".

Transmitting a Communication, dated February 25, 2009 from

DONNA L. DUNNINGS, Chief Financial Officer, Bureau of Finance

requesting authorization for the Purchasing Agent to increase by $1,470,000.00, Contract No. 08-41-127 with Deloitte & Touche, Chicago, Illinois, to audit the County's annual financial statements included in the County's Comprehensive Annual Financial Report (CAFR); the financial statements included in the Health Facilities Report and the Clerk of the Circuit Court Agency Fund, and to audit the schedule of federal financial assistance included in the Single Audit Report. The contract would be for the County's annual audit for fiscal years 2007 through 2009, subject to an annual review and at the sole option of the County Board, with the possibility of renewal for subsequent years.

Board approved amount 12-18-07:	$1,400,000.00
Increase requested:	1,470,000.00
Adjusted amount:	$2,870,000.00

Reason: The contract with Deloitte & Touche for professional audit services was approved by the Cook County Board of Commissioners on December 18, 2007 for audit work for fiscal years 2007 through 2009. Only fees for fiscal year 2007's audit were authorized at the December 18, 2007 Board Meeting, therefore this increase is requested for the FY2008 audit. The expiration date of the current contract is December 31, 2010.

Estimated Fiscal Impact: $1,470,000.00 [$525,000.00 - (490-265 Account); $682,500.00 - (499-265 Account); and $262,500.00 - (899-265 Account)].

Approval of this item would commit Fiscal Year 2009 funds.

Vendor has met the Minority and Women Business Enterprise Ordinance.

BUREAU OF FINANCE
OFFICE OF THE COUNTY COMPTROLLER

RESOLUTION

ITEM #11

APPROVED

Transmitting a Communication, dated February 24, 2009 from

DONNA L. DUNNINGS, Chief Financial Officer, Bureau of Finance
and
JOHN R. MORALES, CPA, County Comptroller

The following Resolution is transmitted herewith for your consideration is a Resolution providing for the transfer of working cash funds for the Fiscal Year 2009.

The Fiscal Year 2009 Budget Resolution, along with this resolution, will authorize the maintenance of an estimated $237.5 million within the County's consolidated working cash fund, along with the ability to utilize working cash funds while awaiting the distribution of the first and second installments of Cook County real estate tax collections. The working cash fund will be repaid throughout Fiscal Year 2009 and in full by November 30, 2009. Please note that the above $237.5 million in working cash funds includes the repayment of the $28.9 million in working cash funds previously authorized by the Cook County Board of Commissioners on November 25, 2008, to pay Self-Insurance claims and other outstanding obligations.

09 APR 28 PM 4:27
RECEIVED FROM THE PURCHASING AGENT

TODD H. STROGER, PRESIDENT
BOARD OF COUNTY COMMISSIONERS

CARMEN TRICHE-COLVIN
PURCHASING AGENT

COUNTY OF COOK
OFFICE OF THE PURCHASING AGENT
118 NORTH CLARK STREET
CHICAGO, ILLINOIS 60602
(312) 603-5370

CERTIFIED MAIL

April 9, 2009

Re: Contract 08-41-127
Audit Year End Statements

Deloitte & Touche LLP
111 S. Wacker
Chicago, IL 60606
Attn: Patrick Hagan

Pursuant to the request of the Bureau of Finance, the Cook County Board of Commissioners approved on March 4, 2009 an increase in the above referenced contract with no change in its terms and conditions or its unit pricing with the exception that the cost of for such an increase shall not exceed $1,470,000.00.These funds are to cover the cost of the audit of the 2008 year end financial statements.

The County is not obligated to honor the increase for the full amount set forth above and such increase may be immediately terminated at the County's sole option.

Please acknowledge acceptance for this contract increase by execution of this form by the appropriate authorized officers of your organization.

Regards,

Carmen Triche-Colvin,
Purchasing Agent

By: Lawrence R. Hosty
Specifications Engineer
312-603-6827

BY: Patrick J. Hagan
Name & Title

BY: Partner
Name & Title

OFFICE OF THE PURCHASING AGENT
COUNTY OF COOK

118 NORTH CLARK ST. ROOM 1018
CHICAGO, ILLINOIS 60602-1375
(312) 603-5370

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS AND DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO

81206

Deloitte & Touche
111 S Wacker
Chicago IL 60606

DATE
4/10/2009
F.O.B. POINT

PURCHASE ORDER NO.
166694 - 000- OP
REQUISITION NO.
00083401 OC

COOK COUNTY FEIN: 36-6006541
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

SHIP TO Chief Financial Officer - Bur of Financ
Cook County Building
118 N. Clark Street - RM 1127
Chicago IL 60602-1304

DELIVERY INSTRUCTIONS
Faisal Abassi 312-603-6752

DEPT NO	
4901618	Page 1 of 1

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	Professional Audit Services INCREASE PROFESSIONAL AUDIT SERVICES YEAR END FINANCIAL STATEMENTS - 2007, 2008, & 2009 AS PER CONTRACT 08-41-127 AUTHORIZED BY COUNTY BOARD 12/18/2007 CONTRACT PERIOD 01/01/2008 THROUGH12/31/12010 AMOUNT AUTHORIZED $1,400,000.00 AMOUNT ENCUMBERED PO 161614 $500,000.00 AMOUNT ENCUMBERED PO 161615 $250,000.00 AMOUNT ENCUMBERED PO 161616 $650,000.00 INCREASE AUTHORIZED 03/04/2009 $1,470,000.00 AMOUNT ENCUMBERED THIS PO $525,000.00 BALANCE TO FOLLOW ON SEPARATE PO REQ#94901003	.00 JB	.0000	525,000.00	4901618.521000
	*******	Total Order *******		525,000.00	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)
I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

Authorized Signature: _____ **Date:** _____

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.
PURCHASING AGENT **Date:** 4-17-09

Report: R56REQ2

INC

3-30-10

Purchase Requisition

Office of the Purchasing Agent

41

Cook County of Illinois

08-41-127 ✓ ok

Purchase Order Number

172146

Requisition # OC 91215 Contract # 08-41-127

Open Date

Buyer Number	724150 Supervisor 40
Bid/Sole Src Code	SSV
Business Unit	4901618
Internal Req Number	104901009
Board Apr Date & Item	Brd App 02/24/10 New Item#7
Requisition Date	3/19/2010
Date Needed	3/19/2010

Ship To: 8002126 Cook County Comptroller
118 N Clark St Rm 500
Chicago IL 60602

Delivery Instructions:
118 N. Clark, Rm 500
Faisal Abbasi, 312-603-6752

Supplier: 81206 Deloitte & Touche
111 S Wacker
Chicago IL 60606

One Time Purchase ____ Yes ____ No Covers Need for ____months. Specific Period of time _____ thru _____ Prior Contract No. _____ Expiration Date _____ Emergency No. _____

Line #	Commodity	Description		Bal. on Hand	Quantity	UOM	Est. Unit Cost	Extended Cost	Business Unit and Object Account
1.000	961	Professional Audit Service	VICES	< >		JB	1,544,000.0000	1,544,000.00	4901618.521000

Contract 08-41-127 increase by $1,544,000.00
to Audit the County;s annual financial statements
Included in the County's Comprehensive Annual Financial
Report (CAFR); the financial statements included in the
Health Facilities Report and the Clerk of the
Circuit Court Agency Fund and to audit the schedule of
expenditures of federal awards included in the
Single Audit Report for fiscal year ending November 30, 2009

BD 3/31

OFC 4/1

Total of Items Ordered 1,544,000.00

RECEIVED
OFFICE OF THE
PURCHASING AGENT
10 MAR 30 PM 5:18

Jage Will

CERTIFICATION

I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dept. no., account & activity numbers indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is a sufficient unencumbered balance in the account to grant same.

REQUISITIONER

Constance M. Kravitz
BUREAU or DEPARTMENT HEAD

CCA

APPROVED BUDGETARY ACCOUNT

ACCT # _____

DATE _____ BY _____

PURCHASING USE ONLY

POST BOARD AGENDA

APPROVED
BY THE BOARD OF COOK COUNTY COMMISSIONERS
MAR 02 2010

BUREAU OF FINANCE
OFFICE OF THE COUNTY COMPTROLLER

PROPOSED CONTRACT ADDENDUM

Transmitting a Communication, February 24, 2010 from

CONSTANCE M. KRAVITZ, County Comptroller

requesting authorization for the Purchasing Agent to increase by $1,544,000.00, Contract No. 08-41-127 with Deloitte & Touche, LLP, Chicago, Illinois, to audit the County's annual financial statements included in the County's Comprehensive Annual Financial Report (CAFR); the financial statements included in the Health Facilities Report and the Clerk of the Circuit Court Agency Fund, and to audit the schedule of expenditures of federal awards included in the Single Audit Report for fiscal year ending November 30, 2009.

Board approved amount 12-18-07 for 2007 Audit:	$1,400,000.00
Previous increase approved 03-04-09 for 2008 Audit:	1,470,000.00
This increase requested for 2009 Audit:	1.544.000.00
Adjusted amount:	$4,414,000.00

Reason: The contract with Deloitte & Touche, LLP for professional audit services was approved by the Cook County Board of Commissioners on December 18, 2007 for audit work for the County for FY2007, FY2008 and FY2009. Only fees for the FY2007 and FY2008 audit were authorized at the December 18, 2007 and March 4, 2009 Board Meeting respectively. The expiration date of the current contract is December 31, 2010.

Estimated Fiscal Impact: $1,544,000.00. (490-265 Account).

The maximum fee for the FY2009 audit per contract is $1,544,000.00.

BUREAU OF FINANCE
OFFICE OF THE COUNTY COMPTROLLER

PROPOSED CONTRACT ADDENDUM

ITEM #7

Transmitting a Communication, February 24, 2010 from

CONSTANCE M. KRAVITZ, County Comptroller

requesting authorization for the Purchasing Agent to increase by $1,544,000.00, Contract No. 08-41-127 with Deloitte & Touche, LLP, Chicago, Illinois, to audit the County's annual financial statements included in the County's Comprehensive Annual Financial Report (CAFR); the financial statements included in the Health Facilities Report and the Clerk of the Circuit Court Agency Fund, and to audit the schedule of expenditures of federal awards included in the Single Audit Report for fiscal year ending November 30, 2009.

Board approved amount 12-18-07 for 2007 Audit:	$1,400,000.00
Previous increase approved 03-04-09 for 2008 Audit:	1,470,000.00
This increase requested for 2009 Audit:	1.544,000.00
Adjusted amount:	$4,414,000.00

Reason: The contract with Deloitte & Touche, LLP for professional audit services was approved by the Cook County Board of Commissioners on December 18, 2007 for audit work for the County for FY2007, FY2008 and FY2009. Only fees for the FY2007 and FY2008 audit were authorized at the December 18, 2007 and March 4, 2009 Board Meeting respectively. The expiration date of the current contract is December 31, 2010.

Estimated Fiscal Impact: $1,544,000.00. (490-265 Account).

The maximum fee for the FY2009 audit per contract is $1,544,000.00.

In accordance with Cook County Code Section 2-108(z)(1) Amendment or suspension of rules, Commissioner Daley, seconded by Commissioner Silvestri, moved to suspend Section 2-108(h)(1) Prior notice to public; agendas. **The motion carried unanimously.**

Commissioner Daley, seconded by Commissioner Silvestri, moved that the County Purchasing Agent be authorized to increase the requested contract. **The motion carried unanimously.**

TODD H. STROGER, PRESIDENT
BOARD OF COUNTY COMMISSIONERS

CARMEN TRICHE-COLVIN
PURCHASING AGENT

COUNTY OF COOK
OFFICE OF THE PURCHASING AGENT
118 NORTH CLARK STREET
CHICAGO, ILLINOIS 60602
(312) 603-5370

CERTIFIED MAIL

March 31, 2010

Re: Contract 08-41-127
Audit Year End Statements

Deloitte & Touche LLP
111 S. Wacker
Chicago, IL 60606
Attn: Patrick Hagan

Pursuant to the request of the Bureau of Finance, the Cook County Board of Commissioners approved on March 2, 2010 an increase in the above referenced contract with no change in its terms and conditions or its unit pricing with the exception that the cost of for such an increase shall not exceed $1,544,000.00.These funds are to cover the cost of the audit of the 2009 year end financial statements.
The County is not obligated to honor the increase for the full amount set forth above and such increase may be immediately terminated at the County's sole option.
Please acknowledge acceptance for this contract increase by execution of this form by the appropriate authorized officers of your organization.

Regards,

Carmen Triche-Colvin,
Purchasing Agent

By: Lawrence R. Hosty
Specifications Engineer
312-603-6827

BY:_____
Name & Title

BY: _____
Name & Title

TODD H. STROGER, PRESIDENT
BOARD OF COUNTY COMMISSIONERS

CARMEN TRICHE-COLVIN
PURCHASING AGENT

COUNTY OF COOK
OFFICE OF THE PURCHASING AGENT
118 NORTH CLARK STREET
CHICAGO, ILLINOIS 60602
(312) 603-5370

CERTIFIED MAIL

March 31, 2010

Re: Contract 08-41-127
Audit Year End Statements

Deloitte & Touche LLP
111 S. Wacker
Chicago, IL 60606
Attn: Patrick Hagan

Pursuant to the request of the Bureau of Finance, the Cook County Board of Commissioners approved on March 2, 2010 an increase in the above referenced contract with no change in its terms and conditions or its unit pricing with the exception that the cost of for such an increase shall not exceed $1,544,000.00.These funds are to cover the cost of the audit of the 2009 year end financial statements.
The County is not obligated to honor the increase for the full amount set forth above and such increase may be immediately terminated at the County's sole option.
Please acknowledge acceptance for this contract increase by execution of this form by the appropriate authorized officers of your organization.

Regards,

Carmen Triche-Colvin,
Purchasing Agent

By: Lawrence R. Hosty
Specifications Engineer
312-603-6827

BY: Tracey Hardy, Deloitte Audit Director
Name & Title

BY: _____
Name & Title

03/31/2010 09:29 3126033179 COOK CNTY PURCHASING PAGE 02/02

OFFICE OF THE PURCHASING AGENT
COUNTY OF COOK

118 NORTH CLARK ST. ROOM 1018
CHICAGO, ILLINOIS 60602-1375
(312) 603-5370

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS AND DROP SHIPMENTS.

DATE
3/31/2010

F.O.B. POINT

PURCHASE ORDER NO.
172146 - 000- OP

REQUISITION NO.
00091215 OC

PURCHASE ORDERED ISSUED TO

81206

Deloitte & Touche
111 S Wacker
Chicago IL 60606

COOK COUNTY FEIN: 36-6006541
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

SHIP TO Cook County Comptroller
118 N Clark St Rm 500
Chicago IL 60602

DELIVERY INSTRUCTIONS
118 N. Clark, Rm 500 Faisal
Abbasi, 312-603-6752

DEPT NO	
4901618	Page 1 of 1

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	PROFESSIONAL AUDIT SERVICES INCREASE PROFESSIONAL AUDIT SERVICES YEAR END FINANCIAL STATEMENTS - 2007, 2008, & 2009 AS PER CONTRACT NO. 08-41-127 AUTHORIZED BY COUNTY BOARD 12/18/2007 CONTRACT PERIOD: 01/01/2008 THROUGH12/31/12010 INCREASE FOR FY 2009 AUDIT AUTHORIZED BY THE COUNTY BOARD 03/02/2010 AMOUNT AUTHORIZED: $1,544,000.00 AMOUNT ENCUMBERED THIS P.O. $1,544,000.00 REQ#104901009	.00 JB	,544,000.000	1,544,000.00	4901618.521000
	*******	Total Order *******		1,544,000.00	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

Authorized Signature: _____ **Date:** _____

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.

PURCHASING AGENT **Date:** 4-1-10

Report: R56REQ2

INC/EXT

12-21-10 TG

08-41-127

TG

Purchase Requisition

Office of the Purchasing Agent

41

Cook County of Illinois

Purchase Order Number

175525

Buyer Number	372262 HOSTY, LAWRENCE R
Bid/Sole Src Code	SSV
Business Unit	4901618
Internal Req Number	110200001
Board Apr Date & Item	Brd App. 12/14/10, New Item#7
Requisition Date	12/15/2010
Date Needed	12/15/2010

Requisition # OC 95478 Contract #

Open Date

Ship To: 8002126 Cook County Comptroller
118 N Clark St Rm 500
Chicago IL 60602

Delivery Instructions:
Cedric Giles
Cedric Giles (312) 603-6693

Supplier: 81206 Deloitte & Touche
111 S Wacker
Chicago IL 60606

One Time Purchase ____ Yes ____ No Covers Need for ____months. Specific Period of time _____ thru _____ Prior Contract No. _____ Expiration Date _____ Emergency No. _____

Line #	Commodity	Description		Bal. on Hand	Quantity	UOM	Est. Unit Cost	Extended Cost	Business Unit and Object Account
1.000	961	Professional Audit Service	Fiscal Year 2010 Audit	< >		JB	.0000	1,650,000.00	4901618.521000

EXTENSION AND INCREASE
PROFESSIONAL AUDITING SERVICES
REQUESTING AUTHORIZATION FOR THE PURCHASING AGENT TO EXTEND FOR ONE YEAR AND INCREASE BY $1,650,000.00 CONTRACT #08-41-127 WITH DELOITTE AND TOUCHE, LLP, CHICAGO, ILLINOIS, TO AUDIT THE COUNTY'S ANNUAL FINANCIAL STATEMENTS INCLUDED IN THE COUNTY'S COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR); THE FINANCIAL STATEMENTS INCLUDED IN THE HEALTH AND HOSPITALS SYSTEM REPORT AND THE CLERK OF THE CIRCUIT AGENCY FUND, AND TO AUDIT THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS INCLUDED IN THE SINGLE AUDIT REPORT FOR FISCAL YEAR ENDING NOVEMBER 30, 2010.
BOARD APPROVED AMOUNT 12-18-07 FOR 2007 AUDIT: $1,400,000.00
INCREASE APPROVED 3-4-09 FOR 2008 AUDIT :
$1,470,000.00
INCREASE APPROVED 3-2-10 FOR 2009 AUDIT :
$1,544,000.00
THIS INCREASE REQUEST FOR 2010 AUDIT :
$1,650,000.00

Bit 1/5 Stell 2/14

Total of Items Ordered 1,650,000.00

PROCUREMENT
2011 JAN -1 AM 11:09
PURCHASING AGENT
OFFICE OF THE
RECEIVED

CERTIFICATION

I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dept. no., account & activity numbers indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is a sufficient unencumbered balance in the account to grant same.

Cedric Giles
REQUISITIONER

BUREAU or DEPARTMENT HEAD

CCA

APPROVED BUDGETARY ACCOUNT

PROCUREMENT
2010 DEC 24 PM 4:04
PURCHASING AGENT
OFFICE OF THE
RECEIVED

ACCT # _____

DATE _____ BY _____

PURCHASING USE ONLY

Otto Pat 3/21

TONI PRECKWINKLE, PRESIDENT
BOARD OF COUNTY COMMISSIONERS

CONSTANCE M. KRAVITZ, CPA
COUNTY COMPTROLLER

COUNTY OF COOK
OFFICE OF THE COMPTROLLER
118 NORTH CLARK STREET
ROOM 500
CHICAGO, ILLINOIS 60602
(312) 603-5601
FAX (312) 603-6122

December 20, 2010

Carmen Triche-Colvin
Purchasing Agent
118 N. Clark Street
Chicago, Illinois 60602-1304

Dear Carmen:

The County Board approved an extension and increase on contract #08-41-127 at the December 14, 2010 board meeting. It was item #7 on the new items agenda. The contract was extended for one year and the dollar amount was increased by $1,650,000.00.

Enclosed you will find the corresponding order #95478 for Deloitte and Touché, LLP. Please process this requisition and advise when the purchase order is ready.

Thank you kindly for your assistance.

Sincerely,

Constance M. Kravitz, CPA
Comptroller

Attachments: 2

Printed on Recycled Paper

BOARD AGENDA 7
NEW ITEM

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE, PRESIDENT

Earlean Collins	1st Dist.	Bridget Gainer	10th Dist.
Robert Steele	2nd Dist.	John P. Daley	11th Dist.
Jerry Butler	3rd Dist.	John A. Fritchey	12th Dist.
William M. Beavers	4th Dist.	Lawrence Suffredin	13th Dist.
Deborah Sims	5th Dist.	Gregg Goslin	14th Dist.
Joan P. Murphy	6th Dist.	Timothy O. Schneider	15th Dist.
Jesus G. Garcia	7th Dist.	Jeffrey R. Tobolski	16th Dist.
Edwin Reyes	8th Dist.	Elizabeth Ann Doody Gorman	17th Dist.
Peter N. Silvestri	9th Dist.		

COUNTY OF COOK
COMPTROLLER'S OFFICE

Constance M. Kravitz, CPA
Comptroller

County Building
118 North Clark Street, Room 500
Chicago, Illinois 60602-1304
TEL: (312) 603-5601
FAX: (312) 603-69122

December 10, 2010

President and Members
Cook County Board of Commissioners

Ladies and Gentlemen:

Please add this item to the New Items Agenda for the December 14, 2010 Meeting of the Cook County Board of Commissioners.

Thank you for your consideration.

Constance M. Kravitz, CPA
Cook County Comptroller

Printed on Recycled Paper

BUREAU OF FINANCE
OFFICE OF THE COUNTY COMPTROLLER

PROPOSED CONTRACT ADDENDUM

Transmitting a Communication, December 10, 2010 from

CONSTANCE M. KRAVITZ, County Comptroller

requesting authorization for the Purchasing Agent to increase by $1,650,000.00 and extend for one year, Contract No. 08-41-127 with Deloitte & Touche, LLP, Chicago, Illinois, to audit the County's annual financial statements included in the County's Comprehensive Annual Financial Report (CAFR); the financial statements included in the Health Facilities Report and the Clerk of the Circuit Court Agency Fund, and to audit the schedule of expenditures of federal awards included in the Single Audit Report for fiscal year ending November 30, 2010.

Board approved amount 12-18-07 for 2007 Audit:	$1,400,000.00
Previous increase approved 03-04-09 for 2008 Audit:	1,470,000.00
Previous increase approved 03-02-10 for 2009 Audit:	1,544,000.00
This increase requested for 2010 Audit:	1,650,000.00
Adjusted amount:	$6,064,000.00

Reason: The contract with Deloitte & Touche, LLP for professional audit services was approved by the Cook County Board of Commissioners on December 18, 2007 for audit work for the County for FY2007, FY2008 and FY2009. Only fees for the FY2007 and FY2008 audit were authorized at the December 18, 2007, March 4, 2009, and March 2, 2010 Board Meeting respectively. The expiration date of the current contract is December 31, 2010. A request for proposal for these services will be issued this fall for the FY2011 Audit services.

Estimated Fiscal Impact: $1,650,000.00. (490-265 Account). Contract extension: January 1, 2011 through December 31, 2011

The maximum fee for the FY2010 audit per contract is $1,650,000.00.

TONI PRECKWINLKE, PRESIDENT
BOARD OF COUNTY COMMISSIONERS

CARMEN TRICHE-COLVIN
PURCHASING AGENT

COUNTY OF COOK
OFFICE OF THE PURCHASING AGENT
118 NORTH CLARK STREET
CHICAGO, ILLINOIS 60602
(312) 603-5370

CERTIFIED MAIL

December 23, 2010

Re: Contract 08-41-127
Audit Year End Statements

Deloitte & Touche LLP
111 S. Wacker
Chicago, IL 60606
Attn: Tracey Guidry

Pursuant to the request of the Bureau of Finance, the Cook County Board of Commissioners approved on December 14, 2010 an increase and extension of the above referenced contract with no change in it's terms and conditions or it's unit pricing with the exception that the cost of such an increase shall not exceed $1,650,000.00.These funds are to cover the cost of the audit of the 2010 yearend financial statements.
The contract shall be extended fron January 1, 2011 through December 31, 2011.
The County is not obligated to honor the increase and extension for the full amount set forth above and such increase and extension may be immediately terminated at the County's sole option.
Please acknowledge acceptance for this contract increase by execution of this form by the appropriate authorized officers of your organization.

Regards,

Office of the Purchasing Agent

By: Lawrence R. Hosty
Specifications Engineer
312-603-6827

BY: _____
Name & Title

BY: _____
Name & Title

Deloitte.

Deloitte & Touche LLP
111 S. Wacker
Chicago, IL 60606
USA

Tel: 312 486 2750
Fax: 312 247 2750
www.deloitte.com

Fax

To:	Office/Company:
Larry Hosty	Cook County Purchasing
Fax number:	**cc:**
312 603 3179	
From:	**Date:**
Tracey Guidry	March 31, 2010
Number of pages (including cover sheet):	**To confirm receipt, or if you do not receive all pages, please call:**
2	312 486 2750

Confidentiality Notice: This page and any accompanying documents contain confidential information intended for a specific individual and purpose. This telecopied information is private and protected by law. If you are not the intended recipient, you are hereby notified that any disclosure, copying or distribution, or the taking of any action based on the contents of the information is strictly prohibited.

Subject:

contract # 08-41-127

Please see attached.

TODD H. STROGER, PRESIDENT
BOARD OF COUNTY COMMISSIONERS

CARMEN TRICHE-COLVIN
PURCHASING AGENT

COUNTY OF COOK
OFFICE OF THE PURCHASING AGENT
118 NORTH CLARK STREET
CHICAGO, ILLINOIS 60602
(312) 603-5370

CERTIFIED MAIL

March 31, 2010

Re: Contract 08-41-127
Audit Year End Statements

Deloitte & Touche LLP
111 S. Wacker
Chicago, IL 60606
Attn: Patrick Hagan

Pursuant to the request of the Bureau of Finance, the Cook County Board of Commissioners approved on March 2, 2010 an increase in the above referenced contract with no change in its terms and conditions or its unit pricing with the exception that the cost of for such an increase shall not exceed $1,544,000.00.These funds are to cover the cost of the audit of the 2009 year end financial statements.

The County is not obligated to honor the increase for the full amount set forth above and such increase may be immediately terminated at the County's sole option.

Please acknowledge acceptance for this contract increase by execution of this form by the appropriate authorized officers of your organization.

Regards,

Carmen Triche-Colvin,
Purchasing Agent

By: Lawrence R. Hosty
Specifications Engineer
312-603-6827

BY: Tracey Hardy, Deloitte Audit Director
Name & Title

BY: _____
Name & Title

03/31/2010 09:29 3126033179 -- COOK CNTY PURCHASING PAGE 02/02

TODD H. STROGER, PRESIDENT
BOARD OF COUNTY COMMISSIONERS

CARMEN K. TRICHE-COLVIN
PURCHASING AGENT

COUNTY OF COOK
OFFICE OF THE PURCHASING AGENT
118 NORTH CLARK STREET – ROOM 1018
CHICAGO, ILLINOIS 60602
(312) 603-5370

FASCIMILE TRANSMITTAL SHEET

TO: Tracy Cuddy

FROM: Larry Hoyt

DEPARTMENT/COMPANY: Deloitte + Touch

DATE: 3/31/2010

FAX NUMBER: 312 247 2750

TOTAL NO. OF PAGES INCLUDING COVER: 2

PHONE NUMBER:

RE:

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☒ PLEASE REPLY ☐ PLEASE RECYCLE

COMMENTS: Please have Ms Hoyt or Someone Sign & return FAX So T. Cuddy can do a PO

Thank You
Larry Hoyt
312 - 6027

This facsimile transmission may contain confidential or proprietary information and is intended solely for the use of the person to whom it is addressed. If you are not the intended recipient, you are hereby notified that the distribution, copying, or other unauthorized use of this facsimile or any information contained herein is prohibited. If you received this facsimile in error, please notify us immediately at the phone number listed above and return it to us by mail (at our expense) at the address listed above. Thank You.

BUREAU OF FINANCE
OFFICE OF THE COUNTY COMPTROLLER

PROPOSED CONTRACT ADDENDUM

ITEM #7

Transmitting a Communication, December 10, 2010 from

CONSTANCE M. KRAVITZ, County Comptroller

requesting authorization for the Purchasing Agent to increase by $1,650,000.00 and extend for one (1) year, Contract No. 08-41-127 with Deloitte & Touche, LLP, Chicago, Illinois, to audit the County's annual financial statements included in the County's Comprehensive Annual Financial Report (CAFR); the financial statements included in the Health Facilities Report and the Clerk of the Circuit Court Agency Fund, and to audit the schedule of expenditures of federal awards included in the Single Audit Report for fiscal year ending November 30, 2010.

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Previous increase approved 03-04-09 for 2008 Audit:	1,470,000.00
Previous increase approved 03-02-10 for 2009 Audit:	1,544,000.00
This increase requested for 2010 Audit:	1,650,000.00
Adjusted amount:	$6,064,000.00

Reason: The contract with Deloitte & Touche, LLP for professional audit services was approved by the Cook County Board of Commissioners on December 18, 2007 for audit work for the County for FY2007, FY2008 and FY2009. Only fees for the FY2007 and FY2008 audit were authorized at the December 18, 2007, March 4, 2009, and March 2, 2010 Board Meeting respectively. The expiration date of the current contract is December 31, 2010. A Request for Proposal (RPF) for these services will be issued this fall for the FY2011 Audit services.

Estimated Fiscal Impact: $1,650,000.00. (490-265 Account). Contract extension: January 1, 2011 through December 31, 2011.

The maximum fee for the FY2010 audit per contract is $1,650,000.00.

In accordance with Cook County Code Section 2-108(z)(1) Amendment or suspension of rules, Commissioner Daley, seconded by Commissioner Murphy, moved to suspend Section 2-108(h)(1) Prior notice to public; agendas. **The motion carried unanimously.**

Commissioner Daley, seconded by Commissioner Sims, moved that the County Purchasing Agent be authorized to increase and extend the requested contract. **The motion carried unanimously.**

BUREAU OF FINANCE
OFFICE OF THE COUNTY COMPTROLLER

PROPOSED CONTRACT ADDENDUM

ITEM #7

Transmitting a Communication, December 10, 2010 from

CONSTANCE M. KRAVITZ, County Comptroller

requesting authorization for the Purchasing Agent to increase by $1,650,000.00 and extend for one (1) year, Contract No. 08-41-127 with Deloitte & Touche, LLP, Chicago, Illinois, to audit the County's annual financial statements included in the County's Comprehensive Annual Financial Report (CAFR); the financial statements included in the Health Facilities Report and the Clerk of the Circuit Court Agency Fund, and to audit the schedule of expenditures of federal awards included in the Single Audit Report for fiscal year ending November 30, 2010.

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This increase requested for 2010 Audit:	1,650,000.00
Adjusted amount:	$6,064,000.00

Reason: The contract with Deloitte & Touche, LLP for professional audit services was approved by the Cook County Board of Commissioners on December 18, 2007 for audit work for the County for FY2007, FY2008 and FY2009. Only fees for the FY2007 and FY2008 audit were authorized at the December 18, 2007, March 4, 2009, and March 2, 2010 Board Meeting respectively. The expiration date of the current contract is December 31, 2010. A Request for Proposal (RPF) for these services will be issued this fall for the FY2011 Audit services.

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In accordance with Cook County Code Section 2-108(z)(1) Amendment or suspension of rules, Commissioner Daley, seconded by Commissioner Murphy, moved to suspend Section 2-108(h)(1) Prior notice to public; agendas. **The motion carried unanimously.**

Commissioner Daley, seconded by Commissioner Sims, moved that the County Purchasing Agent be authorized to increase and extend the requested contract. **The motion carried unanimously.**

OFFICE OF THE PURCHASING AGENT
COUNTY OF COOK

118 NORTH CLARK ST. ROOM 1018
CHICAGO, ILLINOIS 60602-1375
(312) 603-5370

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS AND DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO

81206

Deloitte & Touche
111 S Wacker
Chicago IL 60606

DATE
1/5/2011
F.O.B. POINT

PURCHASE ORDER NO.
175525 - 000- OP
REQUISITION NO.
00095478 OC

COOK COUNTY FEIN: 36-6006541
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

SHIP TO Cook County Comptroller
118 N Clark St Rm 500
Chicago IL 60602

DELIVERY INSTRUCTIONS
Cedric Giles (312) 603-6693
Cedric Giles

DEPT NO	
4901618	Page 1 of 1

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	Professional Audit Service Fiscal Year 2010 Audit INCREASE & EXTENSION PROFESSIONAL AUDIT SERVICES YEAR END FINANCIAL STATEMENTS - 2007, 2008, & 2009 AS PER CONTRACT NO. 08-41-127 ORIGINALLY AUTHORIZED BY COUNTY BOARD 12/18/2007 CONTRACT PERIOD 01/01/2008 THROUGH12/31/12010 INCREASE AND EXTENSION FOR 2010 AUDIT AUTHORIZED BY COUNTY BOARD 12/14/2010 EXTEND CONTRACT THROUGH 12/31/2011 INCREASE AMOUNT AUTHORIZED $1,650,000.00 AMOUNT ENCUMBERED THIS PO $1,650,000.00 REQ110200001	.00 JB	.0000	1,650,000.00	4901618.521000
	*******	Total Order *******		1,650,000.00	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

Authorized Signature: _____ **Date:** _____

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.

PURCHASING AGENT **Date:** BP 3/21/2011