

PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL AUDITING SERVICES

Contract # 11-88-031

BETWEEN



COOK COUNTY GOVERNMENT

Office of the Comptroller

AND

McGladrey & Pullen, LLP

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

TERMS AND CONDITIONS	1
ARTICLE 1) INCORPORATION OF BACKGROUND	1
ARTICLE 2) DEFINITIONS.....	1
a) Definitions.....	1
b) Interpretation.....	2
c) Incorporation of Exhibits	3
ARTICLE 3) DUTIES AND RESPONSIBILITIES OF AUDITOR	3
a) Scope of Services.....	3
b) Deliverables	3
c) Standard of Performance.....	4
d) Personnel.....	4
e) Minority and Women's Business Enterprises Commitment	5
f) Insurance	5
g) Indemnification	8
h) Confidentiality and Ownership of Documents	8
i) Patents, Copyrights and Licenses	9
j) Examination of Records and Audits	9
k) Subcontract Subcontracting or Assignment of Contract or Contract Funds.....	10
ARTICLE 4) TERM OF PERFORMANCE.....	11
a) Term of Performance	11
b) Timeliness of Performance	12
c) Agreement Extension Option.....	12
ARTICLE 5) COMPENSATION	12
a) Basis of Payment.....	12
b) Method of Payment.....	12
c) Funding	13
d) Non-Appropriation.....	13
e) Taxes.....	13
f) Price Reduction.....	13
g) Contractor Credits.....	13
ARTICLE 6) DISPUTES	14
ARTICLE 7) COMPLIANCE WITH ALL LAWS	14
ARTICLE 8) SPECIAL CONDITIONS.....	14
a) Warranties and Representations.....	15
b) Ethics.....	15
c) Joint and Several Liability	16
d) Business Documents	16
e) Conflicts of Interest.....	16

f)	Non-Liability of Public Officials	17
ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET		17
a)	Events of Default Defined	17
b)	Remedies	18
c)	Early Termination	20
d)	Suspension	21
e)	Right to Offset.....	21
f.)	Delays	21
g.)	Prepaid Fees	22
ARTICLE 10) GENERAL CONDITIONS		22
a)	Entire Agreement	22
b)	Counterparts	23
c)	Modifications and Amendments	23
d)	Governing Law and Jurisdiction	23
e)	Severability	24
f)	Assigns	24
g)	Cooperation.....	24
h)	Waiver.....	24
i)	Independent Contractor.....	25
j)	Governmental Joint Purchasing Agreement	25
ARTICLE 11) NOTICES.....		25
ARTICLE 12) AUTHORITY		26

Economic Disclosure Statement
Signature Pages

List of Exhibits

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization
Exhibit 5	Form of Annual Engagement Letter

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and McGladrey & Pullen, LLP, doing business as a(an) partnership of the State of Illinois hereinafter referred to as "Auditor", pursuant to authorization by the Cook County Board of Commissioners on the 14th day of Dec, 2011, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Professional Auditing Services. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Auditor was selected based on the proposal submitted and evaluated by the County representatives. Auditor represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Auditor agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the Chief Procurement Officer in a written modification to this Agreement before Auditor is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Department" means the Cook County Using Department.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" means any person or entity with whom Auditor contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with Auditor.

b) Interpretation

i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization
Exhibit 5	Form of Annual Engagement Letter

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF AUDITOR

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Auditor's Services nor a limitation on the Services that Auditor is to provide under this Agreement. Auditor must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Auditor must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Auditor must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Auditor for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Auditor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Auditor of its failure. If Auditor does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Auditor of its commitments under this Agreement.

The provisions of this section are not intended to apply to the nature of the independent auditor's opinion rendered by the Auditor, or the results or the professional opinion provided in Auditor's reviews, recommendations, reports or analyses.

c) Standard of Performance

Auditor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Auditor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Auditor agrees to be held to the standard of care of a fiduciary.

Auditor must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Auditor must provide copies of any such licenses. Auditor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Auditor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement. This paragraph is not intended to apply to the nature of the independent auditor's opinion rendered by the Auditor, or the results or the professional opinion provided in Auditor's reviews, recommendations, reports or analyses.

If Auditor fails to comply with the foregoing standards, Auditor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Auditor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Auditor either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Auditor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Auditor must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Auditor to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) Key Personnel

Auditor must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Department may at any time in writing notify Auditor that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Auditor must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Auditor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Auditor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Auditor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Auditor to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(c) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women's Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Auditor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-277) except to the extent waived by the Compliance Director. Auditor's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Auditor must utilize minority and women's business enterprises at the greater of the amounts committed to by the Auditor for this Agreement in accordance with Section 1 of the Economic Disclosure Statement .

f) **Insurance**

Auditor must provide and maintain at Auditor's own expense, during the term of this Agreement and any time period following expiration if Auditor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all Services related to this Contract.

i) **Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subcontractors performing Services for Auditor must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.6(a)(ii).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Auditor must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing Services for Auditor must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.6(a)(iv).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

(1) Auditor must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Auditor must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Auditor is not a waiver by the County of any requirements for Auditor to obtain and maintain the specified coverages. Auditor must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Auditor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

(1) The Auditor will use reasonable efforts to provide 60 days' prior written notice to the County in the event coverage is substantially changed, canceled or non-renewed, but in no event shall the Auditor give the County less than 30 days' notice thereof. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Auditor. Auditor agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

(2) The coverages and limits furnished by Auditor in no way limit Auditor's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Auditor under this Agreement.

(3) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

(4) Auditor must require all Subcontractors to provide the insurance required in this Agreement, or Auditor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Auditor unless otherwise specified in this Agreement. If Auditor or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

(5) The County's Risk Management Office maintains the right to modify, delete, alter or change these requirements, upon 60 days' written notice to the Auditor. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk

Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) Indemnification

The Auditor 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 for misrepresentation, defamation, 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 Auditor, its officers, agents, employees, contractors or subcontractors, in the course of performing services hereunder. The Auditor expressly understands and agrees that any Performance Bond or insurance protection required of the Auditor, or otherwise provided by the Auditor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

The County will give Auditor prompt notice of any such claim and County will consult with Auditor in the defense and settlement thereof. Auditor 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. So as to ensure Auditor's independence under the American Institute of Certified Public Accountant's Interpretations 101-1-A and 101-1-B, this provision shall not require Auditor to indemnify the County for damages, losses, or cost to the extent caused by the County.

h) Confidentiality and Ownership of Documents

Auditor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Auditor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Auditor's performance hereunder. Auditor 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. Auditor 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 Auditor shall be furnished to County without charge.

All original documents, data, studies, reports, work product or product created by the County, at Auditor's request as a result of the performance of the Contract (the "Documents") shall be the property of the County of Cook. It shall be a breach of this Contract for the Auditor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, for any purpose except in the course of performing the Services. During the performance of the Contract, Auditor shall be responsible of any loss or damage to the Documents while they are in Auditor's possession, and any such loss or damage shall be restored at the expense of the Auditor. The County and its designees shall be afforded full access to the Documents and the work at all times.

The County's ownership and license rights in this Article are subject to the County's full and final payment of the applicable Deliverables. Auditor may reproduce or disclose any information (including any County-prepared Documents or the Auditor Deliverables) 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. The Auditor shall own all audit working papers, its audit software, and notes and communications prepared to support the Deliverables.

i) Patents, Copyrights and Licenses

If applicable, Auditor shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Auditor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Auditor shall also furnish a copy of such licenses to the Chief Procurement Officer. 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.

Auditor 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 Auditors' 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 Auditor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Auditor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Auditor'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 Auditor 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.

j) Examination of Records and Audits

The Auditor 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 Auditor related to the Contract, or to Auditor's compliance with any term, condition or provision thereof. The Auditor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Auditor 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 Auditor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Auditor 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 Auditor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Auditor 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 Auditor 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, Auditor 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.

k) Subcontract 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 Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Auditor from its obligations or change the terms of the Contract. The Auditor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. 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 Auditor shall have no effect on the County and are null and void.

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

The Auditor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, Auditor and any other person or entity whom the Auditor 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 Auditor is not required to disclose employees who are paid or estimated to be paid. The Auditor 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 Auditor is uncertain whether a disclosure is required under this Section, the Auditor 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 Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

I. Liability

The Auditor's total liability relating to this Contract will not exceed an amount equal to three times the fees paid to Auditor each year under this Contract. In no event will Auditor be liable for any damages or loss associated with any loss of profits, savings, data, use of software or hardware or business opportunity, or interruption of business).

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect as of the date in the preamble ("**Effective Date**") and continues for a period of three years or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Auditor must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1, except as delayed by acts of nature, causes beyond Auditor's reasonable control or delays attributable the County. Further, Auditor acknowledges that TIME IS OF THE ESSENCE and that the failure of Auditor to comply with the time limits described in this Section 4.2 may result in economic or other losses to the County.

ii) Neither Auditor nor Auditor's agents, employees or Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Auditor by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to 2 additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Auditor. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Auditor according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Auditor shall be in accordance with the cost provisions according to the Schedule of Compensation in the attached Exhibit 2. The invoices 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 Auditor 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. Auditor shall not be entitled to invoice the County for any late fees or other penalties.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Auditor in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Auditor. No payments will be made or due to Auditor and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) 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.

f) Price Reduction

If at any time after the contract award, Auditor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar services for similarly situated clients and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Auditor 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 Auditor makes in the price of the Deliverables to its prospective customers generally.

g) Contractor Credits

To the extent the Auditor 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. Auditor shall reflect any such credits on its invoices and in the amounts it

invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Auditor, except those concerning Auditor's professional opinions and conclusions, or the construction and application of relevant professional standards, shall be initially decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Auditor. The decision of the Chief Procurement Officer will be final and binding at the administrative level. 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 Chief Procurement Officer 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 Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Auditor 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.

ARTICLE 7) COMPLIANCE WITH ALL LAWS

The Auditor 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, and Government Auditing Standards, as issued by the U.S. Government Accountability Office (GAO) and AICPA professional standards. Assurance of compliance with this requirement by the Auditor's employees, agents or subcontractors shall be the responsibility of the Auditor.

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Auditor:

- i) warrants that Auditor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Auditor is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Auditor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Auditor and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Auditor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Auditor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.1 and 9.3.

, except as provided in this Article 3 and Article 8 of this Agreement

b) Ethics

- i) In addition to the foregoing warranties and representations, Auditor warrants:

(1) no officer, agent or employee of the County is employed by Auditor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Auditor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Auditor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Auditor is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Auditor must provide copies of its latest articles of incorporation, by-laws and resolutions, or comparable documents regarding the formation and registration of a partnership or joint venture, as applicable.

e) Conflicts of Interest

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii) Auditor covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) Upon the request of the County, Auditor must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship, except as prohibited by law, professional standards, contract or confidentiality provisions. Auditor is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Auditor's past or present clients. If Auditor becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Auditor further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.11 of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Auditor's Services for others conflict with the Services Auditor is to render for the County under this Agreement, Auditor must terminate such other services immediately upon request of the County.

vi) Furthermore, if any federal funds are to be used to compensate or reimburse Auditor under this Agreement, Auditor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Auditor must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Auditor and any assignee or Subcontractor of Auditor must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default:

i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Auditor to the County.

- ii) Auditor's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Auditor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Auditor's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Auditor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Auditor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Auditor acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- (v) Failure to comply with Section 7a. in the performance of the Agreement.
- (vi) Auditor's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Auditor in default. The Chief Procurement Officer, on the advice and consent of the Comptroller, shall give Auditor an opportunity to cure the default within a certain period of time, which period of time shall be at least 10 days and not more than 30 days, unless extended by the Chief Procurement Officer. Whether to declare Auditor in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Auditor written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, after an opportunity to cure is granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Auditor fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Auditor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County, with the exception of audit workpapers. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Auditor's expense and as agent for Auditor, either directly or through others, and bill Auditor for the cost of the Services, and Auditor must pay the difference between the total amount of this bill and the amount the County would have paid Auditor under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Auditor under this Section 9.2;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold apart of Auditor's compensation under this Agreement, to be determined in accordance with Article 9(c) of this Agreement;
- vi) The right to consider Auditor non-responsible in future contracts for similar services to be awarded by the County for a period not to exceed two years .

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Auditor to continue to provide the Services despite one or more events of default, Auditor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a

waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.1 and 9.2 of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Auditor. The County will give notice to Auditor in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Auditor or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Auditor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Auditor must attempt to agree on the amount of compensation to be paid to Auditor, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Auditor is in full settlement for all Services satisfactorily performed under this Agreement.

Auditor must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Auditor will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Auditor or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.1 and 9.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.3. such in-process materials or Deliverable.

Auditor may terminate this Agreement 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 Auditor's performance of any part of the Services illegal or otherwise unlawful or in conflict with independence or professional rules. Any in-process materials or Deliverable shall be provided "as is" and the County shall not be entitled to rely on,

and the Auditor shall have no liability with respect to, any such in-process materials or Deliverable. Auditor shall comply with the County Ordinance No. 07-O-47.

d) Suspension

The County may at any time request that Auditor suspend its Services, or any part of them, by giving 15 days prior written notice to Auditor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Auditor must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Auditor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Auditor as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Auditor by written notice may treat the suspension as an early termination of this Agreement under Section 9.3.

e) Right to Offset

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

(i) if the County terminates this Agreement for default or any other reason resulting from Auditor's performance or non-performance;

(ii) if the County exercises any of its remedies under Section 9.2 of this Agreement; or

(iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Auditor is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f.) Delays

Auditor agrees that no charges or claims for damages shall be made by Auditor for any delays or

hindrances from any cause whatsoever during the progress of any portion of this Contract, except with respect to delays attributable to the County, as provided in Article 4(b)(i) of this Agreement.

g.) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Auditor 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.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Auditor acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Auditor to enter into this Agreement or has been relied upon by Auditor, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

Auditor acknowledges that Auditor was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this

Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Auditor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Auditor relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) 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 Chief Procurement Officer.

Subject to the foregoing, the Chief Procurement Officer 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.

Auditor is hereby notified that, except for modifications and amendments which are made in accordance with this Section 10.c., Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Auditor 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, State of Illinois, and the Auditor consents and submits to the jurisdiction thereof. In accordance with these provisions, Auditor 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.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Auditor must at all times cooperate fully with the County, except when in conflict with professional auditing standards, law or regulation, If this Agreement is terminated for any reason, or if it is to expire on its own terms, Auditor must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

County shall cooperate with Auditor in the performance by the Auditor 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 Auditor for purposes of the performance of the Services.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Auditor's performance in any respect or waives a requirement or condition to either the County's or Auditor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of

times the County may have waived the performance, requirement or condition. Such waivers must be provided to Auditor in writing.

i) Independent Contractor

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Auditor and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Auditor must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent contractor and, if Auditor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Auditor performing the Services required under this Agreement.
- ii) Auditor is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Auditor.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

ARTICLE 11) NOTICES

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.

If to the County: Office of the Comptroller
 118 N. Clark Street Room 500
 Chicago, Illinois 60602
 Attention: Comptroller

and

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street. Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Auditor: McGladrey & Pullen, LLP
 One South Wacker Drive, Suite 800
 Chicago, IL. 60606
 Attention: Patrick J. Hagan, Partner

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Auditor is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Auditor have been made with complete and full authority to commit Auditor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

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 the General Conditions.

I. BIDDER/PROPOSER 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 Letter(s) 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 performance of the Contract. (If so, complete Sections II and III).

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

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

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

MBE/WBE Firm: E.C. Ortiz & Co.
 Address: 333 S. Des Plaines Street, Suite 2-N, Chicago, IL 60661
 E-mail: ecortiz@ecortiz.com
 Contact Person: Edilberto Ortiz Phone: 312.876.1900
 Dollar Amount Participation: \$ 95,000
 Percent Amount of Participation: 6% %

*Letter of Intent attached? Yes X No _____
 *Letter of Certification attached? Yes X No _____

MBE/WBE Firm: Washington, Pittman, & McKeever, LLC
 Address: 819 South Wabash Avenue, Suite 600, Chicago, IL 60605
 E-mail: _____
 Contact Person: Mr. Lester McKeever Phone: 312.786.0330
 Dollar Amount Participation: \$ 255,000
 Percent Amount of Participation: 17% %

*Letter of Intent attached? Yes X No _____
 *Letter of Certification attached? Yes X No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening 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 the General Conditions.

I. BIDDER/PROPOSER 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 Letter(s) 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 performance of the Contract. (If so, complete Sections II and III).

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

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

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

MBE/WBE Firm: Prado & Renteria CPAs

Address: 1837 South Michigan Avenue, Chicago, IL 60616

E-mail: mprado@pr-cpas.com

Contact Person: Ms. Maria de J. Prado Phone: 312.567.1330

Dollar Amount Participation: \$ 143,000

Percent Amount of Participation: 10% %

*Letter of Intent attached? Yes X No _____
*Letter of Certification attached? Yes X No _____

MBE/WBE Firm: Benford Brown & Associates

Address: 8334 S. Stony Island Avenue, Chicago, IL 60617

E-mail: twatson@benfordbrown.com

Contact Person: Mr. Tim Watson Phone: 773.731.1300

Dollar Amount Participation: \$ 24,000

Percent Amount of Participation: 2% %

*Letter of Intent attached? Yes X No _____
*Letter of Certification attached? Yes X No _____

Attach additional sheets as needed.

*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.



CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

E. C. ORTIZ & CO., LLP

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc. (NMSDC) and as adopted by the Chicago Minority Supplier Development Council.

****NAICS Codes: 541211**

****Description of their products/services as defined by the North American Industry Classification System (NAICS)**

3/31/2011

Issued Date

CH1169

Certificate Number

3/31/2012

Expiration Date

Shelia C. Hill Morgan
President, CMSDC

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>



An affiliate of the National Minority Supplier Development Council, Inc. (NMSDC)

THE BOARD OF COMMISSIONERS

TONI PRECKWINKLE

PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER R. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	BRIDGEY GAINER	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	JOHN A. FRITCHEY	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JESUS G. GARCIA	7th Dist.	TIMOTHY O. SCHMIDT	15th Dist.
EDWIN REYES	8th Dist.	JEFFREY R. TOBOLSKI	16th Dist.
		ELIZABETH ANN DONOY GONZALEZ	17th Dist.



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-1547

August 26, 2011

Mr. Lester McKeever, Principal
Washington, Pittman & McKeever, LLC
819 S. Wabash Avenue – Suite 600
Chicago, Illinois 60605

Annual Certification Expires: August 26, 2012

Dear Mr. McKeever:

We are pleased to inform you that Washington, Pittman & McKeever, LLC has been Re-certified as a MBE(6) by Cook County Government. This MBE(6) Certification is valid until August 26, 2014; however your firm must be revalidated annually. Your firm's next annual validation is required by August 26, 2012.

As a condition of continued Certification during this three (3) year period, you must file a "No Change Affidavit" within sixty (60) days prior to the date of annual expiration. Please include the non-refundable fee of \$50.00, payable to Cook County Department of Revenue. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance, of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as a MBE(6) vendor 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 County in any inquiry or investigation. Removal of status 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 Cook County's Directory of Minority Business Enterprises and Women Business Enterprises in the area(s) of specialty:

**Auditing Services: Certified Public Accountants: Auditing, Taxes
and Management Consulting Services**

Your firm's participation on Cook County contracts will be credited toward MBE(6) goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward MBE(6) goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

LaVerne Hall
Director
LH/gb



CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

PRADO & RENTERIA CPA'S, P.C.

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc. (NMSDC) and as adopted by the Chicago Minority Supplier Development Council.

**NAICS Codes: 541211, 541213, 541214, 541219, 541611

**Description of their product/services as defined by the North American Industry Classification System (NAICS)

Product/Service Description: AUDITING SERVICES, MANAGEMENT CONSULTING SERVICES, ACCOUNTING SERVICES, TAX SERVICES

4/30/2011

Issued Date

4/30/2012

Expiration Date

CH1934

Certificate Number

Julien G. Paul Morgan
President, CMSDC

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>



An affiliate of the National Minority Supplier Development Council, Inc. (NMSDC)

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE
PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	BRIDGET GAINER	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	JOHN A. FRITZHEY	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JESUS G. GARCIA	7th Dist.	TIMOTHY D. SCHNEIDER	15th Dist.
EDWIN REYES	8th Dist.	JEFFREY R. YOBOLSKI	16th Dist.
		ELIZABETH ANN DOODY GORMAN	17th Dist.



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

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

May 18, 2011

Ms. Kimi L. Ellen, Partner
Benford Brown & Associates, LLC
8334 S. Stony Island
Chicago, IL 60617

Annual Certification Expires: May 18, 2012

Dear Ms. Ellen:

We are pleased to inform you that Benford Brown & Associates, LLC has been certified as a **MBE (6) WBE** by Cook County Government. This **MBE (6) WBE** Certification is valid until **May 18, 2014**; however your firm must be revalidated annually. Your firm's next annual validation is required by **May 18, 2012**.

As a condition of continued Certification during this three (3) year period, you must file a **"No Change Affidavit"** within **sixty (60) business days** prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as a **MBE (6) WBE** vendor 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 County in any inquiry or investigation. Removal of status 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 Cook County's Directory of Minority Business Enterprises and Women Business Enterprises in the area(s) of specialty:

**Professional Services: Accounting and Tax Preparation
Auditing Services; Consulting**

Your firm's participation on Cook County contracts will be credited toward **MBE (6) WBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **MBE (6) WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

LaVerne Hall
Director
LH/ek

LETTER OF INTENT (SECTION 2)

MWBE Firm: Washington, Pittman & McKeever Contract #: RFP No. 11-88-031P
Address: 819 S. Wabash Avenue, Suite 600 City/State/ Zip: Chicago, IL 60605
Contact Person: Mr. Lester McKeever Phone: 312.786.0330 Fax: _____
Certification Expiration Date: 08/26/2012 Race/Gender: MBE/African American
Email: dcroswell@wpmk.com

Participation: Direct Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No Yes -- Please attach explanation. Proposed Subcontractor: _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Perform OMB Circular A-133 audit, sign opinion and issue reports

required for the Single Audit and complete and issue required

Agreed-Upon Procedures reports for all Illinois Department of Human

Services Grants.

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$255,000

Terms - net 30

(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer'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.

Lester H. McKeever, Jr.
Signature (MWBE)

Lester H. McKeever, Jr.
Print Name

Joseph J. Evans
Signature (Prime Bidder/Proposer)

Joseph J. Evans
Print Name

Washington, Pittman & McKeever, LLC
Firm Name

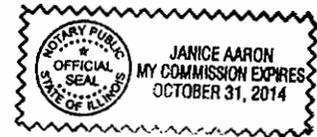
McGladrey & Pullen, LLP
Firm Name

December 12, 2011
Date

December 12, 2011
Date

Subscribed and sworn before me this 12th day of December, 2011

Notary Public *Janice Aaron*



SEAL

LETTER OF INTENT (SECTION 2)

M/WBE Firm: E.C. Ortiz & Co. Contract #: RFP NO. 11-88-031P
Address: 333 S. Des Plaines St., Suite 2-N City/State/ Zip: Chicago, IL 60661
Contact Person: Edilberto Ortiz Phone: 312.876.1900 Fax: 312.876.1911
Certification Expiration Date: 2/12/12 Race/Gender: MBE/Asian
Email: ecortiz@ecortiz.com

Participation: [X] Direct [] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[X] No [] Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Audit assistance with the County audit

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$95,000
Terms - net 30

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer'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/Coat were completed.

Edilberto C. Ortiz
Signature (M/WBE)

Joseph J. Evans
Signature (Prime Bidder/Proposer)

Edilberto C. Ortiz
Print Name

Joseph J. Evans
Print Name

E. C. Ortiz & Co., LLP
Firm Name

McGladrey & Pullen, LLP
Firm Name

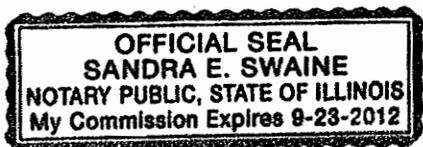
December 12, 2011
Date

December 12, 2011
Date

Subscribed and sworn before me this 12th day of December, 2011

Notary Public Sandra E. Swaine

SEAL



LETTER OF INTENT (SECTION 2)

MWBE Firm: Prado & Renteria CPAs
Address: 1837 South Michigan Avenue
Contact Person: Ms. Maria de J. Prado
Certification Expiration Date: 4/30/12
Email: mprado@pr-cpas.com

Contract #: RFP No. 11-88-031P
City/State/ Zip: Chicago, IL 60616
Phone: 312.567.1330 Fax: 312.567.1360
Race/Gender: WBE/Hispanic

Participation: Direct Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Perform audit procedures required for compliance audit of the Clerk
of the Circuit Court, sign opinion and issue report. \$100,000
Provide other assistance with procedures at the
Treasurer's Office, health system or other County
offices, as needed. \$43,000

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$143,000
Terms - net 30

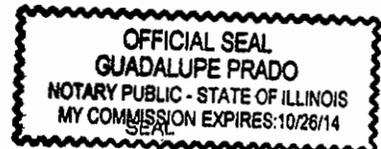
(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer'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.

Hilda S. Renteria
Signature (MWBE)
HILDA S. RENTERIA
Print Name
PRADO & RENTERIA CPAs
Firm Name
DECEMBER 12, 2011
Date

Joseph J. Evans
Signature (Prime Bidder/Proposer)
Joseph J. Evans
Print Name
McGladrey & Pullen, LLP
Firm Name
December 12, 2011
Date

Subscribed and sworn before me this 12th day of December, 2011.
Notary Public: Guadalupe Prado



LETTER OF INTENT (SECTION 2)

MWBE Firm: Benford Brown & Associates Contract #: RFP No. 11-88-031P
Address: 8334 S. Stony Island Avenue City/State/ Zip: Chicago, IL 60617
Contact Person: Mr. Tim Watson Phone: 773.731.1300 Fax:
Certification Expiration Date: 9/1/12 Race/Gender: WBE/African American
Email: twatson@benfordbrown.com

Participation: [X] Direct [] Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

[X] No [] Yes - Please attach explanation. Proposed Subcontractor:

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Provide audit assistance with the Health System audit.

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$24,000

Terms - net 30

(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer'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.

Signature (MWBE)

Timothy S. Watson

Print Name

Benford Brown & Associates, LLC

Firm Name

November 14, 2011

Date

Signature (Prime Bidder/Proposer)

Joseph J. Evans

Print Name

McGladrey & Pullen, LLP

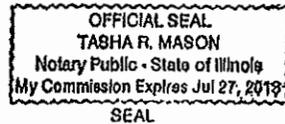
Firm Name

November 14, 2011

Date

Subscribed and sworn before me this 14th day of November 2011

Notary Public: [Signature]



REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
None	

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"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.

a) Is Bidder a "Local Business" as defined above?
Yes: _____ No: X

b) If yes, list business addresses within Cook County:

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?
Yes: _____ No: _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

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. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

X Applicant has no "Substantial Owner."

OR:

_____ The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

N/A

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

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 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.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information:

County Privilege: _____
 County Department: _____

Applicant Information:

Last name: _____ First Name: _____ MI: _____
 SS# (Last Four Digits): _____
 Street Address: _____
 City: _____ State: _____ Zip: _____
 Home Phone: () _____ - _____ Drivers License No: _____

Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

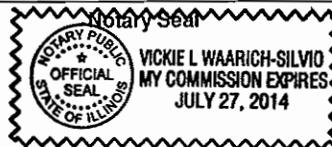
- _____ A. The Applicant has no judicially or administratively ordered child support obligations.
- _____ B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- _____ C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations
- X D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: Joseph J. Evans Date: 11/14/11

Subscribed and sworn to before me this 14th day of November, 2011

Vickie L. Waarich-Silvio
 Notary Public Signature



COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name McGladrey & Pullen, LLP D/B/A: McGladrey EIN NO.: 42-0714325

Street Address: One South Wacker Drive

City: Chicago State: Illinois Zip Code: 60606

Phone No.: 312.634.4540

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
No individual holds more than 5%		

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [X] No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

- [X] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- [] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

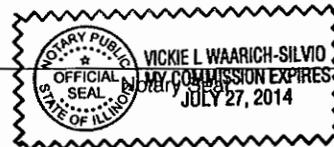
Joseph J. Evans	Partner
_____ Name of Authorized Applicant/Holder Representative (please print or type)	_____ Title
<i>Joseph J. Evans</i>	November 14, 2011
_____ Signature	_____ Date
joseph.evans@mcgladrey.com	312.634.4540
_____ E-mail address	_____ Phone Number

Subscribed to and sworn before me this 14th day of Nov, 2011.

My commission expires: 07.27.2014

Vickie L Waarich-Silvio

Notary Public Signature



SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person* doing business** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: Joseph J. Evans Title: Partner

Business Entity Name: McGladrey & Pullen, LLP Phone: 312.634.4540

Business Entity Address: One South Wacker Drive, Chicago, IL 60606

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County *and* any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

Joseph J. Evans
Owner/Employee's Signature

11/14/11
Date

Subscribe and sworn before me this 14th Day of November, 2011

a Notary Public in and for Cook County

Vickie L. Waarich-Silvio
(Signature)

NOTARY PUBLIC
SEAL



My Commission expires 07-27-2014

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

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

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege. .

BUSINESS NAME: McGladrey & Pullen, LLP

BUSINESS ADDRESS: One South Wacker Drive
Chicago, IL 60606

BUSINESS TELEPHONE: 312.634.4540 FAX NUMBER: 312.634.3410

CONTACT PERSON: Mr. Joseph Evans FEIN/SSN: 42-0714325

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: *Joseph J Evans*
Date: *12/14/11*

Subscribed to and sworn before me this
14th day of *December*, 20*11*.

My commission expires *9-23-2012*

x *Sandra E Swaine*
Notary Public Signature



* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Joni Proctor

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de la Cruz

COOK COUNTY CHIEF PROCUREMENT OFFICER

John P. ...

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 20th DAY OF December, 2011.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

11-88-031A

OR

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

TOTAL AMOUNT OF CONTRACT: \$1,462,000.00

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

[Signature] 12/15/11

ASSISTANT STATE'S ATTORNEY

EXHIBIT 1

Scope of Services

SCOPE OF SERVICES

PROFESSIONAL AUDITING SERVICES FOR COOK COUNTY GOVERNMENT

The Auditor shall meet all the requirements listed in the Scope of Services. The scope of services described below includes specific requirements for certain County agencies. However, it is understood that other agencies for which details are not provided may require auditing services. It is also understood that competitive rates will be provided taking into consideration of overall volume of business when other departments or units of government are identified later in the process or after contract award.

Cook County Bureau of Finance

The Office of the Chief Financial Officer (CFO) is responsible for the financial management of Cook County Government. This includes managing the activities of the Bureau of Finance in a manner that insures Cook County Government is financially sound and maintains strong bond ratings. The CFO manages the Bureaus of Finance to ensure financial integrity and consistency, to engage in endeavors and practices that position Cook County as a leader in fiscal management and efficient, streamlined governance. The CFO coordinates and supervises all financial activities of the County, monitors the expenditures of each budgetary unit, and issues general obligation bonds to support capital needs and economic development. The CFO is responsible for the strategic direction and management of the six departments comprising the Bureau of Finance: Revenue, Risk Management, Budget and Management Services, Comptroller, Contract Compliance and Purchasing.

Cook County Bureau of Finance Requirements

The County desires the Auditor to express an opinion on the fair presentation of its governmental activities, its business-type activities, its aggregate discretely presented component units, each of its major funds, and its aggregate remaining fund information in conformity with generally accepted accounting principles.

The Auditor is not required to audit the combining and individual fund financial statements and supporting schedules. However, the auditor is to provide an "in-relation-to" report on the combining and individual fund financial statements and supporting schedules based on the auditing procedures applied during the audit of the basic financial statements. The auditor is not required to audit the introductory section of the report or the statistical section of the report.

The Auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

Additionally, the Auditor will be responsible for performing audit procedures to Federal grant program transactions, for purposes of issuing auditor's reports in accordance with the single audit concept under the provisions of U.S. Office of Management and Budget (OMB) Circular A-133 and the U.S. General Accountability Office's *Government Auditing Standards* (2011 Revision). These reports will be issued

separately from the auditor's opinion on the County's basic financial statements and will be referred to as the OMB Circular A-133 Report.

In accordance with State of Illinois Public Acts 90-350 and 90-655, an audit of the Clerk of the Circuit Court will be performed by the licensed public accounting firm. The audit shall consist of a letter report that expresses an opinion on the financial statements of the Circuit Clerk, a letter report that expresses an opinion on internal controls of the Circuit Clerk, a letter report on the Circuit Clerk's compliance with applicable statutes, rules, and procedures relating to assessment, collection, and distribution of funds, including the timeliness of those actions, any documentation or statements necessary to support the findings and opinions of the auditors, and any supplemental schedules or other documents required by the audit guidelines. A listing of applicable legal requirements shall be compiled by the Administrative Office of the Illinois Courts and made available to auditors for their compliance testing.

Interested Auditor(s) who wish to review prior years' audit reports can obtain them by contacting the Cook County Comptroller's Office.

Cook County Bureau of Finance Auditing Standards

To meet the requirements of this request for proposal, the audit shall be performed in accordance with generally accepting auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. Government Accountability Office's *Government Auditing Standards* (2011 Revision), the provisions of the Single Audit Act of 1984 (as amended in 1996) and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, Audits of State and Local Governments.

Cook County Bureau of Finance Reports

Following the completion of the audit of the County's financial statements, the Auditor shall issue an Independent Auditor's Report on the Basic Financial Statements contained in the County's comprehensive annual financial report.

The auditor shall also issue separate report on: a) the County Health and Hospitals System combined financial statements, and b) the Cook County Clerk of the Circuit Court Agency Fund.

In addition to the reports listed above, the auditor shall issue the following reports as part of OMB Circular A-133 Reporting:

- Independent Auditor's Report on Schedule of Expenditures of Federal Awards.
- Independent Auditor's Report on Compliance with Requirements Applicable to Each Major Program and Internal Control over Compliance with OMB Circular A-133.
- Independent Auditor's Report on Internal Control Over Financial Reporting, Compliance and Other Matter Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.

In addition, the County is required to submit to the Illinois Department of Human Services (DHS) an Annual Financial Report (AFR) for each DHS-funded program. The auditor shall issue an "Independent Auditor's Report on Applying Agreed-Upon Procedures to AFR".

Additionally, the Auditor shall issue the following reports as part of the Clerk of the Circuit Court Agency Fund in accordance with the audit requirements of 705 ILCS 105/27.8, and State of Illinois Administrative Office of the Illinois Courts Reporting Requirements:

- Independent Auditor's Report on the Statement of Changes in Assets and Liabilities of the Agency Fund
- Independent Auditor's Report on Compliance and Internal Control Over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.
- Independent Auditor's Report on Compliance with Applicable Legal Requirements

Cook County Bureau of Finance Legal Reporting

The Auditor shall communicate in a letter to management any significant deficiency, material weakness, or other control deficiency found during the audit.

A deficiency in internal control over financial reporting exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A deficiency in design exists when (a) a control necessary to meet the control objective is missing or (b) an existing control is not properly designed so that, even if the control operates as designed, the control objective would not be met. A deficiency in operation exists when (a) a properly designed control does not operate as designed, or (b) the person performing the control does not possess the necessary authority or competence to perform the control effectively. A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or combination of deficiencies, in internal control over financial reporting that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Significant deficiencies that are also material weaknesses shall be identified as such in the report. In addition, the following conditions shall be reported:

Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the President of the Cook County Board of Commissioners.

Reporting to the Audit Committee. Auditors shall assure themselves that the County's Audit Committee is informed of each of the following:

1. The auditor's responsibility under generally accepted auditing standards
2. Significant accounting policies
3. Management judgments and accounting estimates
4. Significant audit adjustments
5. Auditor's judgment about the quality of the County's accounting principles.
6. Other information in documents containing audited financial statements
7. Disagreements with management
8. Management consultation with other accountants
9. Major issues discussed with management prior to retention

10. Difficulties encountered in performing audit

Special Considerations

It is required that the Auditor fully understands and considers the following information when performing the above listed requirements.

1. The financial statements of the Forest Preserve District of Cook County are included as a blended component unit of the financial statements of the County. Currently, the Forest Preserve District is audited by another auditor who is contractually obligated to provide information needed for the audit of the County.
2. The financial statements of the County's Employees' and Officers' Annuity and Benefit Fund and the Forest Preserve District Employees' Annuity and Benefit Fund (Pension Trust Funds) are included as a blended component unit of the financial statements of the County. The Pension Trust Funds are audited by another auditor who is contractually obligated to provide information needed for the audit of the County.
3. The following three component units are discreetly presented in the financial statements of the County due to their relationship to the County:
 - The Chicago Zoological Society
 - The Chicago Horticultural Society
 - The Cook County Emergency Telephone System
4. The County will send its comprehensive annual financial report to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will be required to provide special assistance to the County to meet the requirements of that program.
5. The County of Cook currently anticipates it will prepare one or more official statements in connection with the sale of debt securities which will contain the general purpose financial statements and the auditor's report thereon. The auditor shall be required, if requested by the fiscal advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters."
6. The County has determined that the United States Department of Housing and Urban Development will function as the cognizant agency in accordance with the provisions of the Single Audit Act amendments of 1984 (as amended in 1996) and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*.
7. The Schedule of Expenditures of Federal Awards and related auditor's report, as well as the reports on compliance and internal controls are not to be included in the comprehensive annual financial report, but are to be issued separately.

Working Paper Retention and Access to Working Papers

The Auditor will be expected to retain all working papers and reports at the Auditor's expense, for a minimum of seven (7) years, unless the Auditor is notified in writing by the County of the need to extend the retention period. The Auditor will be required to make working papers available, upon request, to the following parties or their designees:

- The County
- U.S. Government Accountability Office (GAO)
- Parties designated by the federal or state governments or by the County as part of an audit quality review process

Inquiries

Auditor will be required to respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

Audit Schedules

Auditor will be required to schedule for the 2011 Fiscal Year Audit (A similar time schedule will be developed for audits of future fiscal years if the County exercises its option for additional audits).

Detailed Audit Plan

The Auditor shall provide County by February 1, 2012 both a detailed audit plan and a list of all schedules to be prepared by the County.

Fieldwork

The Auditor shall complete all fieldwork by April 21, 2012 for the County.

Financial Reports

The auditor shall have drafts of the audit reports and recommendations to management available for review County's Chief Financial Officer, the Comptroller, the Cook County Health and Hospitals System's Chief Financial Officer (or designees) and the County Auditor by May 1, 2012. The Auditor shall have the final audit report and recommendations to management available and delivered to the County's Comptroller by May 15, 2012.

Conferences

The Auditor shall conduct Entrance, Progress Reporting, Audit Status and Exit Conferences with the offices and/or personnel listed below at similar time schedules that will be developed for audits of future fiscal years if the County exercises its option for additional audits. Conferences will be held on dates to be arranged and agreed on by the County following the negotiation and execution of a contract.

Entrance Conference with the listed County Offices and/or Personnel will be held to discuss prior audit problems, establish overall liaison for the audit and make work space and any

other arrangements the auditor may find necessary to provide the services requested in the AGREEMENT.

County Offices and/or Personnel Chief Financial Officer, Bureau of Finance, County Auditor, Comptroller, the Cook County Health and Hospitals System's Chief Financial Officer and other key finance personnel; additionally, department heads of other key offices or programs

Progress Conference with the listed County Offices and/or Personnel will be held to summarize results of the preliminary review and to identify the key internal controls or other matters that need to be analyzed and tested.

County Offices and/or Personnel

Chief Financial Officer, Bureau of Finance, County Auditor, Comptroller, the Cook County Health and Hospitals System's Chief Financial Officer and other key finance personnel; additionally department heads of other key offices or programs

The Audit Status conference with the listed County Offices and/or Personnel will be held to provide weekly status updates on testing and request for data or documents necessary to complete fieldwork and discuss the status of fieldwork to determine if additional work is necessary to ensure an efficient and complete audit.

County Offices and/or Personnel

Chief Financial Officer, Bureau of Finance, Comptroller, and other designated Bureau of Finance personnel

Exit Conference with the listed County Offices and/or Personnel will be held to summarize the results of the fieldwork and to review any and all significant findings which have been discovered through the audit.

County Offices and/or Personnel

Chief Financial Officer, County Auditor, Comptroller, the Cook County Health and Hospitals System's Chief Financial Officer and key Finance personnel as necessary

Progress Reports

The auditor shall provide weekly reports on the progress of the audit.

Final Report

The Comptroller shall provide the Auditor for review a draft of financial statements, notes and all required supplementary schedules and statistical data by April 21, 2012. The auditor shall provide all recommendations, revisions and suggestions for improvement to the Comptroller by May 1, 2012.

A revised report, including a draft auditor's report shall be delivered to the Comptroller by May 8, 2012.

The County Chief Financial Officer, County Auditor, Comptroller, and the Chief Financial Officer of the Cook County Health and Hospitals System will complete their review of the draft report as

expeditiously as possible. It is not expected that this process should exceed one week. During that period, the auditor should be available for any meetings that may be necessary to discuss the audit reports. Once all issues for discussion are resolved, the final signed report shall be delivered by the auditor to the County's Comptroller within 5 business days. It is anticipated that this process will be completed and the final printed CAFR will be issued by May 15, 2012.

The final printed CAFR report and 100 signed copies, including a CD ROM in Adobe PDF format should be delivered to the Comptroller, County of Cook, 118 N. Clark Street, Room 500, Chicago, Illinois 60602.

The Cook County Health and Hospitals System's Report, the OMB Circular A-133 Report and the Clerk of the Circuit Court Agency Fund Report should be submitted within 20 days of submission of the CAFR. The final printed reports and 100 signed copies, including a CD ROM in Adobe PDF format, of each should be delivered to the Comptroller, County of Cook, 118 N. Clark Street, Room 500, Chicago, Illinois 60602.

Management Letter

The auditor shall provide for discussion a preliminary management letter indicating findings and recommendations to the County's Chief Financial Officer, Comptroller and Cook County Health and Hospitals System's Chief Financial Officer by May 1, 2011. The final management letter shall be issued by May 15, 2012. In addition, 100 copies of the final management letter should be delivered to the Comptroller, County of Cook, 118 N. Clark Street, Room 500, Chicago, Illinois 60602.

External Quality Control Review of the Office of the County Auditor's internal quality control system in accordance with Government Auditing Standards.

An external quality review of the Office of the County Auditor's internal quality control system is required in accordance with Government Auditing Standards. The County Auditor's Office last external quality control review was performed for the period ended November 30, 2008.

Cook County Treasurer's Office

In Cook County, the County Treasurer oversees the second-largest property tax collection and distribution system in the United States. The Cook County Treasurer's office has the primary goals of mailing real estate tax bills, collecting, safe guarding, investing and distributing all real estate taxes for the County of Cook. Twice a year, the Treasurer's office prints and mails the real estate tax bills to the taxpayers of record on more than 1.7 million of taxable parcels. The due dates for payment of real estate taxes are generally March 1st and again in late summer / late fall. The annual collection of real estate taxes is approximately \$11 billion and it's distributed to approximately 2,200 taxing agencies. The Treasurer's Office also collects / distributes various fees, inheritance tax for the State of Illinois and court ordered deposits / escrows. The Treasurer's Office deposits / distributes various fees and taxes for the Cook County Department of Revenue. The Treasurer maintains various banking relationships for the County of Cook and is responsible for the safeguarding and prudent investment of public funds. The Office maintains the following systems: PCI cashiering, JD Edwards's general ledger and accounts payable modules, Treasury Cash Management and various refund/customer service databases. The general ledger is closed by the Accounting Department on a monthly basis, usually by the fifth business day of the

following month which such closing process includes procedures to prepare, analyze and record applicable adjustments.

The Treasurer's financial statements are prepared using the accrual basis of accounting applicable to agency funds. The Treasurer intends on having records ready for audit and meeting with the Auditor by January 20, 2012. A draft of the financial statements, footnotes and MD&A will be completed by the Office and provided to the Auditor by February 2, 2012 for the fiscal year 2011 audit.

It is the intent of the Office of the Treasurer to ensure competent, complete and cost efficient auditing services, therefore the following will be provided: Office staff will be available during the audit to assist by providing information, documentation, and explanations: prepared working trial balance for the "A","B" and "D" funds and the Cash "A","B" and "D" Funds Bank Reconciliations by January 20, 2012, reasonable work space(s), desks and chairs, access to telephone lines, shared photocopying facilities and fax machines for limited use. Additionally, clerical support staff will be made available when possible for the preparation of routine confirmations. The Treasurer's Accounting Supervisor or Assistant Chief Financial Officer shall coordinate any assistance for the Auditor to the extent reasonably necessary to perform the services requested in the AGREEMENT.

Cook County Treasurer's Requirements

The Cook County Treasurer's office is seeking a qualified firm of certified public accountants to audit the financial statements of the Cook County Treasurer's "A", "B" and "D" funds for the fiscal years ending November 30, 2011, 2012 and 2013 and at the option of the Treasurer and subject to approval by the Cook County Board of Commissioners to audit the "A" "B" and "D" fund financial statements for fiscal years 2014 and 2015.

Audits are to be performed in accordance with the provisions contained in this AGREEMENT. The Office requires the auditor to express an opinion on the fair representation of the "A", "B" and "D" fund financial statements in conformity with accounting principles generally accepted in the United States. Fund "C" which includes all monies belonging to the County in its corporate capacity and is included in Cook County's basic financial statements will be audited as part of the County's CAFR. The Auditor may review prior years' audit reports by contacting the Treasurer's Chief Financial Officer.

The Auditor shall be responsible for performing certain limited procedures involving supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards. Audits shall be performed in accordance with auditing standards generally accepted in the United States as set forth by the American Institute of Certified Public Accountants and the standards for financial audits as set forth in the U.S. Comptroller General's Government Auditing Standards (2011).

Cook County Treasurer's Reports

Following the completion of each audit of the Treasurer's "A", "B" and "D" fund financial statements the Auditor shall issue the following reports:

- Fair representation of the "A", "B" and "D" fund financial statements in conformity with GAAP;

- Internal control over financial reporting and on compliance and other matters based upon an audit of financial statements performed in accordance with Government Auditing Standards. Additionally such report shall communicate any deficiencies in internal control over financial reporting that are considered to be material weaknesses. A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis.
- Separate management letter of recommendation for suggested improvements in financial and accounting procedures, organizational structure, internal controls and other matters which may come to the Auditor's attention
- Irregularities and illegal acts or indications of illegal acts of which must be immediately brought the attention of the Treasurer.

Reporting to the Audit Committee. Auditors shall assure themselves that the County's Audit Committee is informed of each of the following:

1. The auditor's responsibility under generally accepted auditing standards
2. Significant accounting policies
3. Management judgments and accounting estimates
4. Significant audit adjustments
5. Auditor's judgment about the quality of the Treasurer's accounting principles.
6. Other information in documents containing audited financial statements
7. Disagreements with management
8. Management consultation with other accountants
9. Major issues discussed with management prior to retention
10. Difficulties encountered in performing audit

Audit Timeliness

The Auditor must complete and sign the audit by the end of April following the fiscal year end in order that the Treasurer's audited financial information can be used in completing the County's CAFR. The fiscal year 2011 audit must be completed by April 30, 2012.

Working Paper Retention

All working papers and reports must be retained at the auditor's expense for a minimum of seven (7) years unless the firm is notified in writing by the Treasurer of the need to extend the retention period.

Access to Working Papers

The Auditor will be required to make working papers available upon request to the Treasurer. In addition, the Auditor shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

Fund Structure

The Auditor must have a complete understanding of the below listed fund types that the Treasurer's Office uses in its financial reporting:

Fund Type	Description	Number of Individual Reconciled Fund Bank Accounts
"A" Funds	All taxes and special assessments received by the County Treasurer and held by the Treasurer pending distribution including DOR monies	7
"B" Funds	All other monies belonging to the State of Illinois or to any political or corporate subdivision thereof	2
"D" Funds	All other County Monies not including monies belonging to the County in its corporate capacity.	20

Detailed Audit Plan

The Auditor must provide the Treasurer by February 6, 2012 a detailed audit plan that includes procedures to be completed and dates by which those procedures will be completed and a list of all schedules to be prepared by the Treasurer. A similar time schedule will be developed for audits of future fiscal years if the Treasurer exercises the option for additional audits.

Fieldwork

The Auditor is required to complete all fieldwork by April 10, 2012.

Draft Financial Reports

The Auditor shall have drafts of the audit reports and recommendations to management available for review by the Treasurer and the Chief Financial Officer or designees by April 17, 2012.

Conferences

The Auditor will conduct entrance, progress and existing conferences with the Chief Financial Officer and Key Finance Department Personnel for the same purpose and in the same manner as outlined in this Agreement.

Final Reports for Fiscal Year 2011 Audit

The Auditor shall provide all recommended adjustments to the "A", "B" and "D" fund Financial Statements to the Chief Financial Officer by April 3, 2012. Draft Financial Statements and Supplemental Information, including a draft of the required auditor reports with all of the auditor's proposed recommendations shall be delivered to the Chief Financial Officer by April 17, 2012. The Treasurer, Chief Deputy Treasurers, Chief Financial Officer and key Finance Department personnel will complete their review of the draft report as expeditiously as possible. During that period, the Auditor shall be available for any meetings that may be necessary to discuss the audit report. Once all issues for discussion are resolved the final printed Financial Statement report and 50 signed copies should be delivered to the Chief Financial Officer 118 N. Clark Street, Room 212 Chicago, Illinois 60602 by April 30, 2012. The Auditor must accept the responsibility of signing the Treasurer's final report.

Report Preparation

All report preparation including but not limited to typesetting, graphics and photo reproduction, proofing, editing and all other printing shall be the sole responsibility of the Auditor. However, the Treasurer's Office will provide an initial draft in Microsoft Word of the financial statements including MD&A and footnotes to the Auditor by February 2, 2012.

EXHIBIT 2

Schedule of Compensation



December 13, 2011

Office of the Chief Procurement Officer
Attention Chief Procurement Officer
Cook County, Illinois
118 North Clark Street, Room 1018
Chicago, IL 60602

This document presents McGladrey's **REVISED** and clarified fee proposal for the audits of Cook County for the years ending November 30, 2011 through 2015. It updates our Price Proposal which was previously submitted and dated November 16, 2011.

We reconfirm that the audits will be performed in accordance with the provisions of your Request for Proposal for Auditing Services RFP# 11-88-031P, and our Technical Proposal dated November 16, 2011.

All other assumptions in our Price Proposal dated November 16, 2011 remain unchanged.

Summary of Pricing and Clarifications

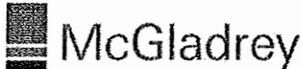
McGladrey commits to the following:

Area	Amount	Comments
Fee Rate Reductions	\$65,000	See areas below.
Internal Audit QAR for FY 2014	\$26,000	Quality Assurance Review to be performed for FY2014
Subtotal Cash Reduction	\$91,000	
Technical Support Hours Bank	\$50,000	Hours to be provided at County's discretion; see description below.
TOTAL Value	\$141,000	9% of original Price Proposal

Fee Revision

Our **REVISED** total not-to-exceed fees for the year ended November 30, 2011 are as follows:

Level	Hours	Standard Hourly Rates	Quoted Hourly Rates (rounded to nearest dollar)	Total
Partner	712	\$480	\$260	\$185,110
Manager	1,256	\$280	\$183	\$229,300
Supervisor	4,394	\$190	\$133	\$585,390
Staff	4,371	\$160	\$101	\$441,637
Specialists	58	\$340	\$240	\$13,920
Out-of-pocket costs				\$6,643
Total fixed fee for 2011	10,791			\$1,462,000



Office of the Chief Procurement Officer
 Cook County, Illinois
 December 13, 2011

Technical Support Hours Bank

McGladrey will provide additional support for audit or internal control areas related to the FY2011 audit. We will provide hours equal to \$50,000 – in addition to the GASB, GFOA and other normal consultation we have already committed. We estimate this would be between 400 and 500 hours of technical support (up to 12.5 FTE-weeks) at the average billing rates noted above (i.e., staff 495 staff hours @ \$101 = \$50,000, or 274 manager hours @ \$183 = \$50,000). As the hours are used, they would be credited to the “bank”.

The CFO and Comptroller’s Office will determine the areas of support. These could include:

- Assistance with the preparation of the CAFR from the County’s trial balances
- Support with the Closing Schedule and inter-agency coordination
- Assessment of controls impacted by ERP implementation
- Review of reconciliations, follow-up on out-of-balance items, etc.
- Areas related to accelerating the closing of the books and the completion of the audit

In order to ensure that our audit independence is not impaired, we will need to comply with Government Auditing Standards (GAS). The two overarching principles of the GAS independence standard require that (1) audit organizations not provide services that involve performing management functions or making management decisions and (2) audit organizations not audit their own work or provide nonaudit services in situations in which the nonaudit services are significant or material to the subject matter of the audits.

We may require an arrangement letter from the County, depending upon the nature of the service provided. Such a letter would indicate that management is responsible for the subject matter of any nonaudit services; the substantive outcomes of the work; making any decisions that involve management functions related to these services; and accepting full responsibility for such decisions.

Fees For Future Years

Our **REVISED** total not-to-exceed fees for 2011 and the four-year renewal options are:

Year Ending	Total Hours	Total Amount
November 30, 2011	10,791 *	\$1,462,000
November 30, 2012	10,616	\$1,525,000
November 30, 2013	10,616	\$1,595,000
November 30, 2014	10,791	\$1,667,000
November 30, 2015	10,616	\$1,742,000

* Excludes “Technical Support hours” identified above.



McGladrey

McGladrey & Pullen, LLP
 Certified Public Accountants
 One South Wacker Drive
 Chicago, IL 60606-3392
 312.384.6000 F 312.634.3410
 www.mcgladrey.com

Office of the Chief Procurement Officer
 Cook County, Illinois
 December 13, 2011

Fees By Audit Segment

Further details about our hours and fees, by audit segment, are included in the attached **REVISED** appendix. McGladrey commits to provide the requested professional auditing services to Cook County, at the **REVISED** price and schedule indicated herein.

Area	FY 11 Original Fees	FY 11 REVISED BAFO Fees	Fee Reduction
CAFR	\$709,000	\$698,000	(\$11,000)
CCHHS	\$308,000	\$301,000	(\$7,000)
A-133 Single Audit	\$297,000	\$255,000	(\$42,000)
Clerk of the Circuit Court	\$102,000	\$100,000	(\$2,000)
Treasurer's Office	\$83,000	\$83,000	-
External Quality Control Review (IA)	\$28,000	\$25,000	(\$3,000)
TOTAL	\$1,527,000	\$1,462,000	(\$65,000)

M/WBE Participation

McGladrey re-commits to the meeting the County's 35% participation goal. REVISED forms for the individual firms will be provided shortly. Our REVISED M/WBE firm composition is:

Firm	Original Fees (%)		Revised Fees (%)	
EC Ortiz	\$50,000	3%	\$95,000	6%
Washington, Pittman & McKeever	\$297,000	19%	\$255,000	17%
Prado & Renteria	\$185,000	12%	\$143,000	10%
Benford Brown & Associates	\$24,000	2%	\$24,000	2%
TOTAL	\$556,000	36%	\$517,000	35%

This **REVISED** Price Proposal is a firm and valid offer for 90 days. If you have any questions about this letter, or need to discuss these matters further, please do not hesitate to contact Joe Evans at 312.634.4540 or joseph.evans@mcgladrey.com or Pat Hagan at 312.634.3981 or patrick.hagan@mcgladrey.com.

Very truly yours,

McGladrey & Pullen, LLP

Joseph J. Evans
 Partner

Patrick J. Hagan
 Partner

COST PROPOSAL FORM - BAFO, Revised 12-13-11
SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
TOTAL ALL FUNCTIONS
AUDIT FOR F.Y. 2011 FINANCIAL STATEMENTS

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	<u>712</u>	<u>\$ 480.00</u>	<u>\$ 259.99</u>	<u>\$ 185,110</u>
Managers	<u>1,256</u>	<u>\$ 280.00</u>	<u>\$ 182.56</u>	<u>\$ 229,300</u>
Supervisory Staff	<u>4,394</u>	<u>\$ 190.00</u>	<u>\$ 133.22</u>	<u>\$ 585,390</u>
Staff	<u>4,371</u>	<u>\$ 160.00</u>	<u>\$ 101.04</u>	<u>\$ 441,637</u>
Other (specify):	<u>58</u>	<u>\$ 340.00</u>	<u>\$ 240.00</u>	<u>\$ 13,920</u>
Subtotal	<u>10,791</u>	<u></u>	<u>\$ 134.87</u>	<u>\$ 1,455,357</u>
Total amount for hourly services				\$ 1,455,357
Out-of-pocket costs				\$ 3,276
Clerical				\$ 3,367
Total - REVISED BAFO, 12-13-11				<u><u>\$ 1,462,000</u></u>
Total - Original Submission, 11-16-11				<u><u>\$ 1,527,000</u></u>
Fee Reduction FY 2011				<u><u>\$ 65,000</u></u>

COST PROPOSAL FORM - BAFO, Revised 12-13-11
SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
COUNTY CAFR
AUDIT FOR F.Y. 2011 FINANCIAL STATEMENTS

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	<u>240</u>	<u>\$ 480.00</u>	<u>\$ 275.00</u>	<u>\$ 66,000</u>
Managers	<u>420</u>	<u>\$ 280.00</u>	<u>\$ 195.00</u>	<u>\$ 81,900</u>
Supervisory Staff	<u>2,350</u>	<u>\$ 190.00</u>	<u>\$ 140.00</u>	<u>\$ 329,000</u>
Staff	<u>2,075</u>	<u>\$ 160.00</u>	<u>\$ 105.00</u>	<u>\$ 217,875</u>
Other (specify):	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Subtotal	<u>5,085</u>	<u> </u>	<u> </u>	<u>\$ 694,775</u>
Total amount for hourly services				\$ 694,775
Out-of-pocket costs				\$ 2,200
Clerical				\$ 1,025
Total				\$ 698,000

COST PROPOSAL FORM - BAFO, Revised 12-13-11
SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
CCHHS
AUDIT FOR F.Y. 2011 FINANCIAL STATEMENTS

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	<u>135</u>	<u>\$ 480.00</u>	<u>\$ 275.00</u>	<u>\$ 37,125</u>
Managers	<u>285</u>	<u>\$ 280.00</u>	<u>\$ 190.00</u>	<u>\$ 54,150</u>
Supervisory Staff	<u>820</u>	<u>\$ 190.00</u>	<u>\$ 140.00</u>	<u>\$ 114,800</u>
Staff	<u>900</u>	<u>\$ 160.00</u>	<u>\$ 105.00</u>	<u>\$ 94,500</u>
Other (specify):	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Subtotal	<u>2,140</u>	<u> </u>	<u> </u>	<u>\$ 300,575</u>
Total amount for hourly services				\$ 300,575
Out-of-pocket costs				\$ -
Clerical				\$ 425
Total				\$ 301,000

COST PROPOSAL FORM - BAFO, Revised 12-13-11
SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
SINGLE AUDIT
AUDIT FOR F.Y. 2011 FINANCIAL STATEMENTS

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	<u>250</u>	<u>\$ 480.00</u>	<u>\$ 255.00</u>	<u>\$ 63,750</u>
Managers	<u>320</u>	<u>\$ 280.00</u>	<u>\$ 180.00</u>	<u>\$ 57,600</u>
Supervisory Staff	<u>420</u>	<u>\$ 190.00</u>	<u>\$ 125.00</u>	<u>\$ 52,500</u>
Staff	<u>900</u>	<u>\$ 160.00</u>	<u>\$ 90.00</u>	<u>\$ 81,000</u>
Other (specify):	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Subtotal	<u>1,890</u>	<u> </u>	<u> </u>	<u>\$ 254,850</u>
Total amount for hourly services				<u>\$ 254,850</u>
Out-of-pocket costs				
Clerical				<u>\$ 150</u>
Total				<u>\$ 255,000</u>

COST PROPOSAL FORM - BAFO, Revised 12-13-11
SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
CLERK OF THE CIRCUIT COURT
AUDIT FOR F.Y. 2011 FINANCIAL STATEMENTS

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	<u>35</u>	<u>\$ 340.00</u>	<u>\$ 205.00</u>	<u>\$ 7,175</u>
Managers	<u>100</u>	<u>\$ 220.00</u>	<u>\$ 150.00</u>	<u>\$ 15,000</u>
Supervisory Staff	<u>416</u>	<u>\$ 160.00</u>	<u>\$ 110.00</u>	<u>\$ 45,760</u>
Staff	<u>224</u>	<u>\$ 125.00</u>	<u>\$ 97.00</u>	<u>\$ 21,728</u>
Other (specify): IT Specialist	<u>40</u>	<u>\$ 340.00</u>	<u>\$ 240.00</u>	<u>\$ 9,600</u>
Subtotal	<u>815</u>	<u></u>	<u></u>	<u>\$ 99,263</u>
Total amount for hourly services				\$ 99,263
Out-of-pocket costs				\$ -
Clerical				\$ 737
Total				\$ 100,000

COST PROPOSAL FORM - BAFO, Revised 12-13-11
SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
TREASURER'S OFFICE
AUDIT FOR F.Y. 2011 FINANCIAL STATEMENTS

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	<u>32</u>	<u>\$ 340.00</u>	<u>\$ 205.00</u>	<u>\$ 6,560</u>
Managers	<u>91</u>	<u>\$ 220.00</u>	<u>\$ 150.00</u>	<u>\$ 13,650</u>
Supervisory Staff	<u>323</u>	<u>\$ 160.00</u>	<u>\$ 110.00</u>	<u>\$ 35,530</u>
Staff	<u>222</u>	<u>\$ 125.00</u>	<u>\$ 97.00</u>	<u>\$ 21,534</u>
Other (specify): IT Specialist	<u>18</u>	<u>\$ 340.00</u>	<u>\$ 240.00</u>	<u>\$ 4,320</u>
Subtotal	<u>686</u>	<u></u>	<u></u>	<u>\$ 81,594</u>
Total amount for hourly services				\$ 81,594
Out-of-pocket costs				\$ 606
Clerical				\$ 800
Total				\$ 83,000

COST PROPOSAL FORM - BAFO, Revised 12-13-11
SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
EXTERNAL QUALITY CONTROL REVIEW
AUDIT FOR F.Y. 2011 FINANCIAL STATEMENTS

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	<u>20</u>	<u>\$ 480.00</u>	<u>\$ 225.00</u>	<u>\$ 4,500</u>
Managers	<u>40</u>	<u>\$ 280.00</u>	<u>\$ 175.00</u>	<u>\$ 7,000</u>
Supervisory Staff	<u>65</u>	<u>\$ 190.00</u>	<u>\$ 120.00</u>	<u>\$ 7,800</u>
Staff	<u>50</u>	<u>\$ 160.00</u>	<u>\$ 100.00</u>	<u>\$ 5,000</u>
Other (specify):	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Subtotal	<u>175</u>	<u> </u>	<u> </u>	<u>\$ 24,300</u>
Total amount for hourly services				\$ 24,300
Out-of-pocket costs				\$ 470
Clerical				\$ 230
Total				\$ 25,000

EXHIBIT 3

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/14/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

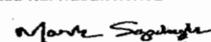
PRODUCER Aon Insurance Services 200 East Randolph Street, 5th Floor Chicago, IL 60601	CONTACT NAME:	
	PHONE (A/C No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Lexington Insurance Company		
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED McGladrey & Pullen LLP 212 N Brady Street, 2nd Floor Davenport, IA 52801-1507	CERTIFICATE NUMBER:	REVISION NUMBER:
--	----------------------------	-------------------------

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PO/AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Insurance			059331954	07/01/11	07/01/12	\$2,000,000 Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Cook County Government Office of the Chief Procurement Officer 118 N Clark Street Chicago, IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2010 ACORD CORPORATION. All rights reserved.

EXHIBIT 4

Board Authorization

EXHIBIT 5

Form of Annual Engagement Letter

DRAFT

November 16, 2011

The Honorable Toni Preckwinkle, President
Member of the County Board of Commissioners
Cook County
118 North Clark St. Room 1127
Chicago, Illinois 60602-1423

Attention: Tariq Malhance, CFO

This letter is to explain our understanding of the arrangements for the services we are to perform for Cook County for the year ending November 30, 2011. We ask that you either confirm or amend this understanding.

Our acceptance of this engagement is subject to our satisfactorily completing our normal engagement acceptance procedures, including review of the audit documentation of your previous auditors. We will notify you promptly if we become aware of anything during our acceptance procedures or the review of audit documentation that results in our not being able to continue this engagement.

Audit Services

We will perform an audit of Cook County's governmental activities, business-type activities, aggregate discretely presented component units, each major fund, and aggregate remaining fund information as of and for the year ended November 30, 2011, which collectively comprise the basic financial statements, and you acknowledge that we are the principal auditor of Cook County's basic financial statements as of and for the year ended November 30, 2011. We will not audit the financial statement of the County's and the Forest Preserve District's Pension Trust Funds and Postemployment Benefit Healthcare Trust Funds, the discretely presented component units, (the Chicago Zoological Society, the Chicago Horticultural Society, and the Emergency Telephone System), the Forest Preserve District of Cook County, the Treasurer's Agency Fund and the Clerk of the Circuit Court Agency Fund. Those financial statements will be audited by other auditors. We will also perform an audit of the following financial statements to be issued by the County as of November 30, 2011; the Cook County Health and Hospital System (CCHHS). We understand that all financial statements will be prepared in accordance with accounting principles generally accepted in the United States of America. The objective of an audit of financial statements is to express an opinion on those statements.

We are responsible for forming and expressing an opinion about whether the financial statements that have been prepared by management with the oversight of the governing board are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America.

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to

obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud. Accordingly, a material misstatement may remain undetected. Also, an audit is not designed to detect errors or frauds that are immaterial to the financial statements. The determination of abuse is subjective; therefore, *Government Auditing Standards* do not expect us to provide reasonable assurance of detecting abuse. You have informed us that you desire us to issue a report on the basic financial statements of Cook County, Illinois as of and for the year ended November 30, 2011 conforming only to the requirements of auditing standards generally accepted in the United State of America. This reporting will not be used for purposes to comply with a requirement calling for an audit in accordance with *Government Auditing Standards*.

An audit of financial statements includes obtaining an understanding of the County and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements, and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, we will communicate to management and the governing board any significant deficiencies or material weaknesses that we become aware of during the course of the audit.

We will also communicate to the governing board (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (b) any illegal acts, violations of provisions of contracts or grant agreements, and abuse that come to our attention (unless they are clearly inconsequential), (c) should any arise, any disagreements with management and other serious difficulties encountered in performing the audit, and (d) various matters related to the County's accounting policies and financial statements.

In addition to our reports on the County and CCHHS financial statements, we will also issue the following reports or types of reports:

- Reports on internal control related to the financial statements. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.
- Reports on compliance with laws, regulations, and the provision of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements.
- A schedule of findings and responses.

The funds that you have told us are maintained by the County and that are to be included as part of our audit are listed in the RFP for audit services RFP# 11-88-031P.

The component units whose financial statements you have told us are to be included as part of the County's basic financial statements are: the Chicago Zoological Society, the Chicago Horticultural Society, and the Emergency Telephone System.

Our reports on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards identified above. Our reports on compliance will address material errors, fraud, abuse, violations of compliance requirements, and other responsibilities imposed by state and federal statutes and regulations and assumed by contracts of which we become aware, consistent with requirements of the standards identified above.

Cook County's Responsibilities

Management is responsible for the financial statements, including the selection and application of accounting policies, adjusting the financial statements to correct material misstatements, and for making all financial records and related information available to us. Management is responsible for providing us with a written management representation letter confirming certain representations made during the course of our audit of the financial statements and affirming to us that it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole and to the opinion units of the financial statements.

Management is responsible for establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge.

Management is responsible for identifying and ensuring that the County complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the County involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the County received in communications from employees, former employees, analysts, regulators, or others.

The governing board is responsible for informing us of its views about the risks of fraud within the County, and its knowledge of any fraud or suspected fraud affecting the County.

The County agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the County agrees to contact us before it includes our reports or otherwise makes reference to us, in any public or private securities offering. We may conclude that we are not otherwise associated with the proposed offering and that our association with the proposed offering is not necessary, providing the County agrees to clearly indicate that we are not associated with the contents of the official statement or memorandum. The County agrees that the following disclosure will be prominently displayed in the official statement or memorandum:

McGladrey & Pullen, LLP, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. McGladrey & Pullen, LLP, also has not performed any procedures relating to this official statement or memorandum.

Our association with an official statement or memorandum is a matter for which separate arrangements will be necessary. The County agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when the County seeks such consent, we will be under no obligation to grant such consent or approval.

Because McGladrey & Pullen, LLP will rely on Cook County and its management and Board to discharge the forgoing responsibilities, Cook County holds harmless and releases McGladrey & Pullen, LLP, its partners, and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of Cook County's management that has caused, in any respect, McGladrey & Pullen, LLP's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

Cook County's Records and Assistance

If circumstances arise relating to the condition of your records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets which in our professional judgment prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawal from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the County's books and records. The County will determine that all such data, if necessary, will be so reflected. Accordingly, the County will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by the County's personnel will be discussed with and agreed to by the County's Chief Fiscal Officer at our initial planning meeting. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

Fees, Costs, and Access to Audit Documentation

Our fees, as agreed in the accompanying professional services agreement, for the audit and accounting services described above are based upon the time required by the individuals assigned to the engagement, plus direct expenses. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client. Accordingly, the County agrees it will compensate McGladrey & Pullen, LLP for any additional costs incurred as a result of the County's employment of a partner or professional employee of McGladrey & Pullen, LLP.

In the event we are requested or authorized by Cook County or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for Cook County, Cook County will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our

professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of McGladrey & Pullen, LLP. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request; and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of McGladrey & Pullen, LLP audit personnel and at a location designated by our Firm.

Claim Resolution

Cook County and McGladrey & Pullen, LLP agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by McGladrey & Pullen, LLP or the date of this arrangement letter if no report has been issued. Cook County waives any claim for punitive damages. McGladrey & Pullen, LLP's liability for all claims, damages, and costs of Cook County arising from this engagement is limited to the amount of fees paid by Cook County to McGladrey & Pullen, LLP for the services rendered under this arrangement letter.

This letter, along with our proposal, constitutes the complete and exclusive statement of agreement between McGladrey & Pullen, LLP and Cook County, superseding all other communications, with respect to the terms of the engagement between the parties.

In accordance with *Government Auditing Standards*, a copy of our most recent peer review report is enclosed, for your information.

If this letter defines the arrangements as the County understands them, please sign and date the enclosed copy and return it to us.

McGladrey & Pullen, LLP

Confirmed on behalf of Cook County:

_____, 2011