

**PROFESSIONAL SERVICES AGREEMENT**

**For**

**RECIDIVISM REDUCTION DEMONSTRATION GRANTS**

**CONTRACT NO. 13-53-073C**

**BETWEEN**



**COOK COUNTY GOVERNMENT**

**COOK COUNTY JUSTICE ADVISORY COUNCIL**

**AND**

**ST. LEONARD'S MINISTRIES**

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**Toni Preckwinkle**  
**Cook County Board President**

**Shannon E. Andrews**  
**Chief Procurement Officer**

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# PROFESSIONAL SERVICES AGREEMENT

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**List of Exhibits**

- Exhibit 1: Scope of Services
- Exhibit 2: Schedule of Compensation
- Exhibit 3 Evidence of Insurance

## **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 St. Leonard's Ministries, doing business as a Corporation of the State of Illinois, hereinafter referred to as "Contractor.

## **BACKGROUND**

The County of Cook issued a Request for Proposals "RFP" for Recidivism Reduction Demonstration Grants. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Contractor was selected based on the proposal submitted and evaluated by the County representatives. Contractor 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 Contractor 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 Contractor 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 Justice Advisory Council.

**"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 Contractor contracts to provide any part of the Services, including subcontractors of any tier, suppliers and materials providers, whether or not in privity with Contractor.

**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

**ARTICLE 3)                    DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

**a)      Scope of Services**

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Agreement. Contractor must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Contractor 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, Contractor must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor 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 Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor 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 Contractor of its commitments under this Agreement.

**c) Standard of Performance**

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a Contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor 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, Contractor agrees to be held to the standard of care of a fiduciary.

Contractor 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. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor 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.

If Contractor fails to comply with the foregoing standards, Contractor 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 Contractor 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 Contractor either under this Agreement, at law or in equity.

**d) Personnel**

**i) Adequate Staffing**

Contractor 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. Contractor 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 Contractor 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**

Contractor 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 Contractor that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor 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**

Contractor 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 Contractor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Contractor, 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 Contractor 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) **Insurance**

Contractor must provide and maintain at Contractor's own expense, during the term of this Agreement and any time period following expiration if Contractor 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 operations related to this Agreement.

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 Contractor 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, Contractor 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 Contractors 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 Contractor 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) Contractor 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. Contractor 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 Contractor is not a waiver by the County of any requirements for Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Contractor 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 insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor. Contractor 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 Contractor in no way limit Contractor'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 Contractor 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) Contractor must require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor unless otherwise specified in this Agreement. If Contractor 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. "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.

**f) Indemnification**

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

**g) Confidentiality and Ownership of Documents**

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

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

**h) Patents, Copyrights and Licenses**

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

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

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

**i) Examination of Records and Audits**

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

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

In the event the Contractor receives payment under the Contract, reimbursement for which is later

disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

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

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

**j) 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 Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the 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 Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the 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. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney,

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

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

#### **ARTICLE 4) TERM OF PERFORMANCE**

##### **a) Term of Performance**

This Agreement takes effect when approved by the Cook County Board and its term shall begin on July 1, 2013 ("**Effective Date**") and continue until June 30, 2014 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

##### **b) Timeliness of Performance**

- i) Contractor 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. Further, Contractor acknowledges that **TIME IS OF THE ESSENCE** and that the failure of Contractor to comply with the time limits described in this Section 4.2 may result in economic or other losses to the County.
- ii) Neither Contractor nor Contractor'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 Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

## **ARTICLE 5) COMPENSATION**

### **a) Basis of Payment**

The County will pay Contractor \$80,000.00 for the services listed in Exhibit 1, Scope of Services.

### **b) Method of Payment**

Contractor shall submit all invoices to the Justice Advisory Council for payment. 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 Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

### **c) Funding**

Payments under this Agreement must not exceed \$80,000.00 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 Contractor 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 Contractor. No payments will be made or due to Contractor 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, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

**g) Contractor Credits**

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

**ARTICLE 6) DISPUTES**

Any dispute arising under the Contract between the County and Contractor shall be 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 Contractor. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the 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, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

**ARTICLE 7) COMPLIANCE WITH ALL LAWS**

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

requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

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

## **ARTICLE 8) SPECIAL CONDITIONS**

### **a) Warranties and Representations**

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

- i) warrants that Contractor 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 Contractor 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 Contractor 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 Contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Contractor 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 Contractor 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 Contractor 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.

**b) Ethics**

In addition to the foregoing warranties and representations, Contractor warrants:

- i. no officer, agent or employee of the County is employed by Contractor 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.
- ii. 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 Contractor 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 Contractor, 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 Contractor 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, Contractor must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, 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) Contractor 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, Contractor must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Contractor is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Contractor's past or present clients. If Contractor 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 Contractor 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 Contractor's Services for others conflict with the Services Contractor is to render for the County under this Agreement, Contractor 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 Contractor under this Agreement, Contractor 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, Contractor 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**

Contractor and any assignee or Subcontractor of Contractor 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 Contractor to the County.
- ii) Contractor's material failure to perform any of its obligations under this Agreement including the following:
  - (a) Failure due to a reason or circumstances within Contractor'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 Contractor'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 Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor 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) Contractor'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 Contractor in default. The Chief Procurement Officer may in his sole discretion give Contractor an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Contractor 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 Contractor written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be 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 Contractor 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, Contractor 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. 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 Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the County

would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Contractor 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 all or any part of Contractor's compensation under this Agreement;
- vi) The right to consider Contractor non-responsible in future contracts to be awarded by the County.

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 Contractor to continue to provide the Services despite one or more events of default, Contractor 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 Contractor. The County will give notice to Contractor in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Contractor 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, Contractor 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 Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

Contractor 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. Contractor will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Contractor 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.

**d) Suspension**

The County may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor 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. Contractor 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 Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor 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, Contractor 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 Contractor'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, Contractor 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**

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

**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, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

## **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**

Contractor 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 Contractor to enter into this Agreement or has been relied upon by Contractor, 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**

Contractor acknowledges that Contractor 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. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor 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 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.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

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

**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**

Contractor must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor 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.

**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 Contractor's performance in any respect or waives a requirement or condition to either the County's or Contractor'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 Contractor 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 Contractor and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Contractor 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 Contractor 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 Contractor performing the Services required under this Agreement.
- ii) Contractor 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 Contractor.

**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: Justice Advisory Council  
69 West Washington, Room 1110  
Chicago, Illinois 60602  
Attention: Department Director

and

Cook County Chief Procurement Officer  
118 North Clark Street. Room 1018  
Chicago, Illinois 60602  
(Include County Contract Number on all notices)

If to Contractor: St. Leonard's Ministries  
2100 West Warren Blvd.  
Chicago, IL 60612

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 Contractor 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 Contractor have been made with complete and full authority to commit Contractor 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.

## EXHIBIT 1

### Scope of Services

## 7.2.2 Executive Summary

- *Overview:* Study after study has shown that employment is a critical component in the successful re-entry into the community of formerly incarcerated men and women. Yet, very little is accomplished, institutionally, to ensure that those re-entering the community are prepared to conduct a job search, to secure employment and to remain employed. Without assistance in addressing these component needs, reincarceration is all too frequent.

The goal of this proposal/project is to train and prepare formerly incarcerated individuals for the world of employment. The creative aspect of this proposal/project is in the nature of its response: comprehensive, “one-stop-shopping for services.” The population served through this project does not easily navigate movement from one location to another for services. Having everything in one place is a definite advantage.

Service provision is will be accomplished through activities at the Michael Barlow Employment Center located on Chicago’s Near West Side Community. Program participants will be welcomed into a respectful setting that will engage them in the development of an individualized plan for success. General components of the plan will be job search preparation, employment readiness and skills development, an array of supportive services and, finally, obtaining and keeping employment.

While several of these critical components are provided through St. Leonard’s Ministries, there is one key need that this proposal addresses that is not in place – the creation of “end of the line” resources/employers who will hire individuals having successfully come through this program. If funded, an External Job Developer will be hired whose sole responsibility will be to develop a cadre of supportive employers who will hire program participants.

- *Key Personnel:* The key personnel for the project are Michael Barlow Center Staff: Administrator/ monitors effectiveness of programming and participant satisfaction; Administrative Assistant/conducts intake responsibilities and mentoring activities; Internal Job Developer/addresses individual job search and readiness counseling; and Retention Counselor/addresses workplace behavior and related employment maintaining counseling.

The External Job Developer is yet to be identified. A search process will be set in place to secure put in place a suitable person for this role. The individual chosen will have to have a sense of program participants, the commitment to “sell them,” the ability to move about the City researching, looking for and talking with a wide array of potential employers. He or she will ultimately be responsible for developing employers for program participants.

- Project Organizational Chart

*Organization*      St. Leonard's Ministries

*Programs*            St. Leonard's House: Housing and Supportive Services  
Grace House:            Housing and Supportive Services  
St. Andrew's Court:    Housing and Supportive Services

Michael Barlow Center:    Employment, Job Training and  
Educational Services

MBC Staffing: Director, Administrative Assistant, Job Developer,  
Retention Counselor and Education Director

The External Job Developer will be included in this staffing  
list once hired.

### **7.2.3 Proposed Plan of Action/Program Plan**

- *Plan of Action:* St. Leonard's Ministries will initiate a search to hire an External Job Developer; this can be accomplished fairly quickly. Once in place the EJD will hit the streets looking for potential employers. This on-going process of identifying employers will take place both through research and through simply knocking on doors.

The Barlow Center Administrative Assistant will increase engagement between the Center and Cook County Jail, Women's Justice Services, the Impact Program, Boot Camp, the Pre-Release Center and the Day Reporting Center. This will be accomplished through such activities as conducting a Barlow Center Orientation at sites. As program participants surface from these sources, the Administrative Assistant will be their mentor and the staff advisor.

Once individuals have chosen to participate in Barlow Center programs, they will have an array of formal possibilities from which to choose as they begin to address employment issues and other related concerns.

- Bridge to Success: Participants are assisted as they look at themselves, their futures and what they need to accomplish to successfully move to these futures. Peer support and feedback are an integral part of this process.
- Culinary Skills Class: Students learn the basics of food service preparation and safety; they can earn their City Sanitation license and they receive practical experience in food service for groups. They learn how to function as a team in a kitchen setting and how to present meals in an appealing and interesting way that gives them a whole new appreciation of food items.
- Transitional Employment: SLM will open Gracie's Café in the spring of 2013; students from the Culinary Skills classes will be hired as transitional employees; they will learn how to work with the public in a small food service setting and they will receive special employment development focus.
- Green Building Maintenance Class: Students learn the basic of carpentry, plumbing and electrical work; they are situated to work in building maintenance for larger employers or to do work as individual contractors.
- Computer Education: A dedicated group of volunteers provides computer education classes and individual instruction so that students, at whatever level they might be, can improve their computer abilities and better their job possibilities.
- High School Completion Program: This program is designed for individuals who have some high school credit but have not received a diploma. Separate complete sessions begin in January and September of each year.
- Job Development: Some individuals may have sufficient skills and education that make them as employable as they can be. Such individuals can move right into the Job Developer's Office to begin the employment search.

Additionally, program participants will be linked to a number of less formal but nonetheless important opportunities and services to meet their specific needs. SLM's housing specialists will provide assistance where possible through a number of partnerships with housing providers throughout the City. Financial literacy and personal finance sessions are designed to address budgeting and other survival skills. Both group and individual counseling sessions, run by the Adler School of Professional Psychology and other professionals will focus on anger management, violence, personal motivation and social activities. These opportunities are presented in a milieu that is culturally sensitive, with a spiritual foundation and with a high degree of peer support and feedback.

- *Scheduling:* If St. Leonard's Ministries receives a positive response to its proposal, initiating the new project can begin immediately. Mechanisms are in place to begin the search for the External Job Developer quite quickly. The Barlow Center's linkages with Cook County Jail staff will also be augmented to ensure a more productive connection for inmates still within the confines of Cook County Jail. Barlow Center Orientations are scheduled every Monday at 3:00 pm; circulars and other promotional information will be supplied to Cook County Jail staff. Class schedules will be provided; typically classes are offered on rolling schedule. During the summer, there will be Culinary Skills Class and a Green Building Maintenance Class offered. Personal growth and various other motivation sessions will also be offered throughout the summer. The High School Completion program will begin a new class in September/2013. Barlow Center Orientation Sessions to be held at Cook County Jail could begin as soon as the Jail staff can make arrangements. Tutoring for students with special needs can be started during the summer months of 2013.
- *Measureable Outcomes:* Project measureable outcomes follow.
  - 75 formerly incarcerated men and women will enroll in MBC programs;
  - 50 program participants will complete Bridge to Success Seminars;
  - 30 students will complete skills training classes;
  - 40 students will complete computer skills tutoring;
  - 20 students will attain high school diplomas;
  - 50 will be placed in jobs;
  - 40 will remain employed into or beyond the sixth month.
- *Assessment Methodology:* Program participant assessment will take place in three distinct but inter-related processes.
  - Formal: Program participants will be given simple diagnostic tests to provide a reading of basic skills levels. As individuals move along in different programs, additional testing will take place. This formal testing will indicate how a student is progressing and how successful programs may or may not be.

- Informal: MBC staff members typically maintain positive relationships with program participants. Informal interchanges with program participants also serve as a solid mean of assessment. This informal component is discussed at staff meetings along side information gained from the more formal assessment tools.
- Program Participation: Perhaps the best means of assessing an individual is his/her continued participation in programming. If an individual drops out of a program or a class, staff will attempt to find out what the cause was. When individuals complete a class or a program, staff will attempt to assess the positive motivation.
- *Case Management*: Case management will be the responsibility of the Barlow Center Administrative Assistant. Other staff members will share in the delivery of related services. Case management services will include: addictions counseling and treatment referral on campus through SLM's Addictions Treatment Program, medical and mental health referrals through linkages with the Adler School of Professional Psychology and Mile Square Community Health Center, housing assistance as needed, educational counseling and referrals through the Barlow Center Educational Counselor, financial literacy and personal finances help provided by a number of community resource people and other the addressing of other needs as they might arise.
- *Meeting the Goals of the County*: The County has outlined a number of specific project goals and has included additional, lesser project goals that are integrally connected with the main goals. The programming available through St. Leonard's Ministries addresses all level of goals present within the County's plans. These goals are:
  - Services provided through the Barlow Center could certainly be available for 50 to 100 released individuals in a given year. The Barlow Center generally provides services for as many as 300 formerly incarcerated men and women, with 60% of this number having served at least some time in Cook County Jail.
  - The recidivism rate for SLM's residential programs is approximately 20%. Engaging men and women in realistic employment plans for their futures and providing the services needed to reach them will increase the likelihood that they will not return to prison or criminal behavior.
  - Education receives high priority at the County level. Program participants will be provided with a number of opportunities, previously listed, that will increase their educational credentials and help them begin to feel more comfortable with the educational process.
  - Linkages, both personal and with larger entities, play an important part in successful re-entry into the Community. Program participants will experience the benefit of building bridges that will help them move from one positive place to another. They will learn to build personal connections and to make good use of linkages with agencies in the Community that can help them improve their lives.

## 7.2.4 Proposer Qualifications

- *Organizational History:* St. Leonard's Ministries has provided re-entry services for formerly incarcerated men and women for 59 years. During this time, it has become a model program for the delivery of comprehensive, effective and economically solid programming. In its early days, SLM defined its mission and scope of services to be that of what was then known as a half-way house. During the ensuing years, both program components and staff have become more sophisticated in their knowledge, experience and ability to respond to the ever changing and growing needs of men and women released from prison.

In the various communities which are served through St. Leonard's Ministries, its programs have come to be a lifeline for individuals released from prison and for their families. Men and women living in communities throughout the City remain grateful to St. Leonard's Ministries for its active role in providing second chances.

- *Implemented Programs and Contact Information*
  - **Grace House/St. Leonard's House:** interim housing for formerly incarcerated women and men, including comprehensive supportive services  
Contact: John Pfeiffer; Chicago Department of Family and Support Services  
1615 W. Chicago Avenue, Chicago, IL 606  
Amount: \$250,000 annual grant  
Phone: 312/743-0400  
Email: john.pfeiffer@cityofchicago.org
  - **St. Andrew's Court:** permanent housing for formerly incarcerated men including comprehensive supportive services  
Contact: Sabrina Box, Placement Resource Unit, Illinois Department of Corrections  
Amount: \$185,000  
Phone: 312/633-3894  
Email: Sabrina.Box@doc.illinois.gov
  - **Michael Barlow Center:** employment and training programs for formerly incarcerated men and women  
Contact: Tom Galassini; United Way of Metropolitan Chicago  
560 W. Lake Street, Chicago, IL 60661  
Amount: \$96,000 annual allocation  
Phone: 312/906-2360  
Email: Tom.Galassini@uw-mc.org

- *Additional information*

- Experience with population: SLM's sole population has always been and continues to be that of formerly incarcerated men and women. Its male population has averaged 100 to 150 program participants per year for the last 25 years; its female population has averaged 45 to 50 program participants for each of the last 18 years. In addition to respected residential programs, SLM responds to the varied needs of its program participants with comprehensive case management, an array of psychological services, educational and job development programs and other opportunities that are in clear response to the needs of the population served.
- Experience serving community areas: SLM program participants are almost exclusively residents of central city communities, e.g., Garfield Park, Woodlawn, Near West, New City, Englewood, Pilsen, Austin, Little Village and other communities where men and women are incarcerated at alarmingly high rates.
- Agency licenses: SLM's Michael Barlow Employment Center is licensed by the Illinois Board of Education and its St. Andrew's Court housing program is licensed by the City of Chicago.
- Strong record of service provision and administration: In July of 2012, the National Criminal Justice Association honored St. Leonard's Ministries with its Outstanding Criminal Justice Program for the Midwest Region. SLM's Administration has been recognized several times for its excellence; its former Executive Director has been similarly recognized. In all of its many program and fiscal audits with city and state governmental entities, SLM receives consistently high scores.

## **7.2.5 Key Personnel**

The following list contains the key personnel for the proposed project. Each person interacts with program participants at the Michael Barlow Center according to titles and according to program participants' needs.

- Lynne Cunningham, Barlow Center Director
  - 10% of her time dedicated to this project;
  - 30 years of experience with hard-to-employ populations;
  - Ensures a professional and responsive setting in which program services are provided.
  
- David Harris, Barlow Center Administrative Assistant
  - 15% of his time dedicated to this project;
  - 15 years of work with formerly incarcerated men and women;
  - Provides formal and informal mentoring for program participants.
  
- Lisa Cockerham, Barlow Center Job Developer
  - 15% of her time dedicated to this project;
  - 10 years of work with hard-to-employ populations;
  - Provides pre-employment and job search counseling.
  
- Emma Mitchell-Clark, Barlow Center Retention Counselor
  - 15% of her time dedicated to this project;
  - 8 years of counseling and motivational work with hard-to-employ populations;
  - Provides group training and individual counseling for program participants.

Resumes, including the three required references, are attached to this proposal.

### **7.2.7 Financial Stability**

St. Leonard's Ministries Audits for 2012, 2011 and 2010 are attached to this proposal.

### **7.2.8 Legal Actions**

St. Leonard's Ministries is currently the defendant in a suit alleging that SLM was in some way responsible for the actions of an individual after he left the St. Leonard's House program. The suit is still at the discovery stage with no trial date set.

### **7.2.9 Conflict of Interest**

The Development Director of St. Leonard's Ministries is a long-standing professional friend of Cook County Board President, Toni Preckwinkle.

## LYNNE M. CUNNINGHAM

2726 North Troy  
Chicago, Illinois 60647  
<http://www.linkedin.com/in/lynncunningham>

c. 773-350-6197  
[lmcw@prodigy.net](mailto:lmcw@prodigy.net)

### SUMMARY

I am a non-profit organization leader with experience in social enterprise, coalition building, workforce development, community planning, local economic development arenas including workforce development, environmental issues as they pertain to economic development, real estate and business district revitalization, as well as all levels of organizational management including fundraising. I have been successful in organizing the human, institutional, and financial resources required to reach strategic goals and objectives. Throughout my career, I have identified and organized the self interest of organizations and individuals in ways that maximize the return on investment for each stakeholder.

"Being in the right time at the right place and knowing how to use the opportunity" summarizes my success in capturing resources and relationships for the organizations I have led.

### PROFESSIONAL EXPERIENCE

**2011 – Present: Director of the Michael Barlow Center (MBC) of St. Leonard's Ministries. The Michael Barlow Center provides job training and placement services, along with educational opportunities to men and women with criminal backgrounds. Reports to the Executive Director of St. Leonard's Ministries.**

- Works with staff and volunteers to develop efficiencies in the MBC workforce development programs which maximize the impact of limited resources.
- Supervises staff and outside contractors to deliver vocational training programs in green building maintenance/construction, culinary skills, personal computer skills, pre-employment skills, and high school diploma completion.
- Develops relationships with organizations in the Chicago areas which share the MBC mission.
- Monitors budget and personnel issues.

**2007 – 2010: Executive Director at The Enterprising Kitchen (TEK), a nonprofit social enterprise which provides job and life skills training for women using a transitional employment model in a manufacturing operation. In 2010, TEK had a budget of \$700,000 with 4 professional employees. Reported to the Board of Directors.**

- Revamped the organizational direction at TEK to focus upon women achieving economic self-sufficiency through permanent employment beyond TEK by redesigning the program and aligning staff to implement it.
- Expanded TEK's historic double bottom line of mission and business to include a third bottom line of environmental sustainability exemplified by the relationship I established with the University of Illinois Sustainable Technology Center and the McDonald's Corporation to create a custom product to illustrate McDonald's commitment to sustainability.
- Created a collaborative effort between TEK, the Esperanza Project, and Ronald McDonald House Charities of Chicago and Northwest Indiana to implement a social enterprise which will support families in the Chicago area and Honduras.
- Pursued leads to develop opportunities in new lines of business including private label and contract manufacturing.
- Attracted strategic volunteers to TEK to address specific issues of marketing, product development, and training.
- Secured funding from numerous Chicago-area foundations and individuals.

**1983 – 2006: Executive Director at the Southeast Chicago Development Commission (SCDCom), a nonprofit community development corporation working with residents, businesses, and**

**institutions to revitalize the southeast side of Chicago. In 2006, SCDCom had a budget of \$1,000,000 and 20 employees. Reported to the Board of Directors.**

- Positioned SCDCom as the “go to” organization in South Chicago for the press, government officials, and funders by building collaborative projects, responding to opportunities to seed new programs, and being available to the media and civic leaders for comment, reaction, and leadership.
- Created multiple programs to meet the goals of the LISC New Communities Program- supported Quality of Life Plan for Southeast Chicago, which included workforce development, business district revitalization, low income housing, and a community newspaper.
- Assumed operations of a local job placement and training program in danger of closing, and then expanded it to serve 12,000 people annually. Developed synergies between these disparate programs so as to expand their impact.
- Led the Lake Calumet Cluster Sites Initiative in Southeast Chicago, a collaborative effort between the community, government, and private sector efforts in environmental sustainability, and has since led to the designation of areas for U.S. E.P.A. Superfund support for remediation.

**1977-1983: Associate Director at the Greater Southwest Development (GSDC), a nonprofit community development corporation working with residents, businesses, and institutions to facilitate reinvestment in the southwest side of Chicago. Reported to the Executive Director.**

- With the assistance of outside consultants, created the planning process to develop the first revitalization plan for the 63<sup>rd</sup> Street commercial district. The process included land use, building condition, and market analyses.
- Organized the small business lending program to generate financial resources for area small businesses.

**1976-1977: Community organizer with Catholic Charities and the Metropolitan Area Housing Alliance in a program which enabled residents to identify and address local issues including housing reinvestment.**

#### OTHER EXPERIENCE

- Proposal Review Team member for the Alliance to End Homelessness in Cook County. 2010
- Chicago Neighborhood Development Awards. Judging Team Captain: 15 years
- Giannoulis for U.S. Senate Get Out the Vote Drive. Phone bank volunteer: 2010
- Great Lakes Region Sustainability Funds and the Great Lakes Tax Credit Fund I-A Chicago, Illinois. Community Advisory Board Member: 3 years
- Claretian Associates, (faith-based community development corporation) Chicago, Illinois, Board Chair: 16 years
- American Planning Association, Member
- Community volunteer: Old St. Patrick’s Church, Susan G. Komen Foundation, Avon Foundation.

#### AWARDS

- Women Employed “Champion of Change”

#### EDUCATION

- Kennedy School of Government at Harvard: Certificate, Achieving Excellence in Community Development.
- University of Cincinnati: Master’s Degree in Community Planning.
- University of Wisconsin–Green Bay: Bachelor’s Degree in Urban Affairs.

#### REFERENCES

Barbara Beck, Director, Financial Services and Underwriting at LISC Chicago

(312) 422-9553 [bbeck@lisc.org](mailto:bbeck@lisc.org)

Jim Capraro, Principle at Capraro Consulting

(312)559-1218 [jimcapraro@capraroconsulting.com](mailto:jimcapraro@capraroconsulting.com)

Wendy Raymer, Vice President, Community Affairs at Harris Bank

(773)213-5845 [wendy.raymer@harrisbank.com](mailto:wendy.raymer@harrisbank.com)

# DAVID HARRIS

908 S Menard, Chicago, IL 60644

davvince83@yahoo.com

(312) 307-3210

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## SUMMARY

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Social service professional with successful experience working with formerly incarcerated, homeless, substance abuse, youth and mentally ill populations. Skilled in managing local, state and federally funded grant programs by collecting documentation, submitting payment vouchers and providing case management services.

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## WORK EXPERIENCE

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### Administrative Assistant

3/2005 – Present

Michael Barlow Center/ St. Leonard's Ministries, Chicago, IL

- As Account Manager, submit vouchers for city, state and federally-funded grant programs with annual amounts up to \$180,000
- Determine and verify participant program eligibility, income levels, residency, selective service status, create client files and insert information in database system
- Complete case notes to document services provided
- Conduct orientation sessions and provide information regarding services offered
- Perform urinalysis screenings for future participants
- Contact service providers to make referrals for clothing, housing, financial assistance, employment, drug counseling and social services
- Train and supervise interns and volunteer staff
- Represent agency at local events, re-entry workshops and national conferences
- Created a database to improve workflow and simplify reporting procedures

### Senior Desk Clerk

12/1998 – 3/2005

St. Andrews Court/ St. Leonard's Ministries, Chicago, Illinois

- Assisted Site Administrator by collecting data for monthly, quarterly and annual reports
- Greeted guests, answered phones and distributed mail at residential facility
- Contacted residents to notify them of guests and packages received
- Maintained log of visitors entering and exiting building
- Monitored camera surveillance equipment, documented unusual activity and notified management and/or law enforcement officials
- Performed physical and visual checks of property
- Scheduled employee meetings, coordinated work schedules and ordering office supplies
- Scheduled routine drills with fire department and assisted with building evacuation
- Performed data entry by inputting rent payments and lease information

### House Manager

Human Resource Development Institute, Chicago, Illinois

- Assisted residents with independent living skills, such as cooking, budgeting and shopping
- Dispensed medication and documented dosages and times
- Provided tours of facility, explained rules and completed assessments
- Prepared meals and assigned tasks to 12-14 residents with mental illness
- Documented services and completed case notes

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## EDUCATION

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### Associates of Arts Degree in Computer Science

MacMurray College, Jacksonville, Illinois

**References for David Harris**

**David Rosa, Former Employer**

**Director of St. Andrews Court**

**(312) 226-7620**

**James Wright, Colleague and Instructor**

**United Jazz Society of America**

**(312) 860-8889**

**Robert Herley, Former Employer**

**Downward Mobility Property Management**

**(847) 331-1466**

# LISA COCKERHAM

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9753 S. Harvard Ave., Chicago, IL 60628

(773) 592-5672

ms\_cockerham@yahoo.com

**QUALIFICATIONS**      • Program Coordinator                      • Community Liaison                      • Group Facilitator

## EXPERIENCE

2007 - Present

### **St. Leonard's Ministries, Chicago, IL**

#### Job Developer

- Provide employment and reentry case management services for job seekers
- Placed over 400 participants in paid employment
- Assist participants with resume preparation and interview techniques
- Coordinate transitional employment program by recruiting, interviewing and hiring staff
- Contact employers to assess needs and screen applicants to fill open positions
- Collaborate with organizations to establish/maintain effective partnerships
- Supervise and coordinate work activities for volunteer staff
- Represent agency at external meetings, during panel presentations and other events
- Interview prospective students, facilitate workshops and provide referrals

2006 – 2007

### **Family Rescue, Chicago, IL**

#### Program Coordinator

- Facilitated groups, trainings and community presentations regarding domestic violence
- Coordinated staff schedule and assignments for community outreach presentations
- Facilitated parenting groups and provided referrals for homeless families in 3 shelter sites
- As Assistant to Director, trained, supervised & evaluated staff
- Compiled statistical and narrative monthly reports for funding sources
- Collaborated with businesses to select programs and services for clients

2001- 2004

### **Youth Guidance, Chicago, IL**

#### Site Coordinator

- Managed WIA vocational training and job placement program for at-risk youth
- Placed over 300 students in employment by providing job readiness training
- Contacted vendors, negotiated terms and monitored services for programs and events
- Connected students, staff and families to college, community and health resources
- Wrote grant and secured funding for summer work program that partnered with 3 schools
- Interviewed, hired, assigned work sites and supervised staff of 15 for summer program

1997- 1999

### **Boys & Girls Clubs of Chicago**

#### Program Director

- Oversaw \$150,000 budget and supervised staff of 12 for after school program
- Managed educational and recreational program for high school students
- Collaborated with schools, churches, media and police for community projects
- Coordinated daily activities, field trips, job fairs and special events
- Managed 4 program sites within Chicago Housing Authority developments

## EDUCATION

### **Columbia College Chicago**

BA in Journalism, 3.3/ 4.0 G.P.A.

June 1997

## References for Lisa Cockerham

<b>Name</b>	<b>Relationship</b>	<b>Phone Number</b>	<b>Email</b>
Karen Howard	Former Supervisor at Family Rescue	(708) 359-1972	karen.howard@gmail.com
Jim Zangs	Former Supervisor at St. Leonard's Ministries	(312) 850-3060	zangs@comcast.net
Michael Johnson	Former Supervisor at Boys & Girls Clubs of Chicago	(314) 335-9814	mjohnson@bgcdc.org

**EMMA J. MITCHELL-CLARK**  
801 South Plymouth Court, Unit 101  
Chicago, Illinois 60605  
(312) 939-6719  
emitchell-clark@sbcglobal.net

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## **SUMMARY:**

Training and Program Development Specialist with a proven track record of working with key stakeholders, middle managers, and vendors to design, plan, and implement training programs, policies, and procedures; excellent communication, team leadership, and facilitation skills.

## **PROFESSIONAL EXPERIENCE:**

### **ST. LEONARD'S MINISTRIES**

**1/12 - Present**

*Michael Barlow Center Retention Counselor*

As Retention Counselor, meet and counsel with participants to discuss concerns about classes/jobs; design and conduct job readiness courses; assist director and team in developing policies, procedures and strategies for growth; manage one college intern.

- Maintain a tracking system designed to capture participant course attendance
- Create schedules and register participants for computer courses; create and submit reports on a quarterly basis
- Create and distribute a weekly newsletter to over 80 participants
- Conduct a 40-hour job readiness course on a monthly basis; conduct Mock Interviews with participants who are job ready
- Collaborate with internal and external job developers to identify job ready candidates

### **INSPIRATION CORPORATION**

**10/05 – 9/11**

*The Employment Project  
Trainer*

As Trainer conducted job readiness courses for individuals who were homeless or at risk of being homeless; and men and women who were formerly incarcerated.

- Conducted training sessions for more than 2,700 participants during tenure. Course graduation rate: 84%
- Collaborated with TEP Training Team to create and design new concepts and exercises for course workbook
- Designed and conducted in-house trainings for Inspiration Corporation staff

### **CNA**

**2/05 to 6/05**

*World Wide Operations/Billings & Collections  
Senior Operations Specialist*

As Project Manager, captured and documented operational procedures; developed a training plan for procedures for five departments; also created and managed a training curriculum for all employees.

- Collaborated with key stakeholders, area managers, and in-house consultants to create a plan for procedure capture and development
- Developed and managed an annual training curriculum for all Billing & Collections employees
- Conducted Brown Paper sessions for Captives Processing Unit

### **BANK ONE**

**10/90 to 5/04**

*Remittance & Information Processing/Organization Development Team (R&IP/ODT)  
Vice President/Training Manager (2003 – 2004)*

Organizational Development Training Partner for four sites in the R&IP Government Processing Division.

- Collaborated with key stakeholders to develop and implement roles and responsibilities for managers, supervisors and team leaders within the Citizenship & Immigration Services Department (CIS)
- Consulted with key stakeholders to identify and fill gaps in skill levels of managers, supervisors, and team leaders in CIS.
- Developed and conducted customized courses for managers and team leaders.
- Designed New Manager and New Employee Resource Guides; conducted New Manager and New Employee Orientation sessions

**Emma J. Mitchell-Clark**  
**Resume - Page 2**

*Government Financial Solutions*  
*Vice President/GFS Training Manager (2001 – 2003)*

Consulted with key stakeholders to design and develop training programs, conducted training sessions and monitored training activities for four GFS Lockbox Processing Sites and five departments, with a core staff of 250 employees; managed one full-time trainer.

- Created Training Plans and conducted Train the Trainer Workshops for 60 Subject Matter Experts who in turn trained approximately 600 staff for peak periods
- Managed the design, development, and implementation of training/job aides to reduce processing errors; targeted errors were reduced by 80%
- Designed, developed and delivered quarterly Team Building sessions for sites based on need

*National Staffing - Chicago Metro*  
*Vice President/Program Director, WINGS TO WORK (1997 – 2001)*

Designed and managed the Bank's Welfare-to Work Program, a \$1.5 million, performance-based contract with the City of Chicago. The result: WINGS TO WORK, a 30-day Work Testing program designed to prepare welfare recipients for jobs in bank operations. Maintained positive working relationships with seven vendors: Chicago's Mayor's Office of Workforce Development (MOWD), the Illinois Department of Human Resources (IDHS), four community-based organizations, and one educational resource center. Exceeded contract benchmarks established under initial contract and received second contract as a result; managed two full-time employees.

- Managed annual budgets of \$1.5 million and \$1.4 million, in year one and two, respectively
- Designed and developed program structure (Program design recognized as a model for other welfare-to-work programs by MOWD)
- Designed and developed training curriculum and learning indicators
- Placed 242 program participants into jobs at the Bank

*The Development Center - Corporate Staff*  
*Assistant Vice President/M-SC Program Director (1990 – 1997)*

Planned, designed, implemented and managed the Managerial-Supervisory College (M-SC); a 12-month, 160-credit hour program connected to a major university in Chicago for graduates interested in continuing their education. The program ran in five states, with more than 500 graduates. After a successful seven-year run, the expansion of the program across five states was selected as one of the organization's 1997 non-financial goals.

- Managed an annual budget of \$250,000
- Built a 42-member faculty roster consisting of line managers and professional trainers
- Designed and developed before and after training behavioral assessments

**EDUCATION:**

- Bachelor of Science Degree, School of Business and Industry, Florida A&M University

**CERTIFICATIONS:**

- Myers Briggs Type Indicator (MBTI)
- Practical Management Techniques (Productivity Development)
- Dimensions Development International (DDI)
- ZengerMiller Frontline Leadership
- Mental Health First Aid (Community Counseling Centers of Chicago)
- Literacy Works (Employ Lit Group Training)
- DCFS Mandated Reporter

**PROFESSIONAL AFFILIATIONS:**

- SYESA Mentoring Program

**SOFTWARE LITERACY:**

- Microsoft Office:

**REFERENCES:**

- Patricia Hurston, Vice President of CNA/ World Wide Operations @ 312.822.1282
- Cordell Reed, Retired Senior Vice President of Commonwealth Edison @ 312.431.0541
- Nancy Hunter, Retired Partner of High Potential, Inc. @ 312.616-8207

**EXHIBIT 2**

**Schedule of Compensation**

## 7.3 Other

### **Budget/Request Information**

- SLM Request/Program Cost: \$ 80,000
- Project Budget

#### *Personnel*

MBC External Job Developer	40,000	
Related salary costs	5,200	
MBC Administrator	5,100	
MBC Administrative Assistant	4,300	
MBC Job Developer	5,600	
MBC Retention Counselor	5,300	65,500

#### *Other*

Administrative	2,500	
Payroll/Audit/Insurance	1,500	
Travel	3,000	
Phone	1,200	
Incentives	3,000	
Printing/Copying	600	
Office space	2,700	14,500

Total: 80,000

- Cost per Program Participant

50 program participants	1,600
75 program participants	1,067
100 Program participants	800

**EXHIBIT 3**

**Evidence of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: KJ

DATE (MM/DD/YYYY)

06/03/2013

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).

<b>PRODUCER</b> FNIA MLB Christopher W. Nugent 1 S. Wacker Drive, Suite 2380 Chicago, IL 60606	Phone: 312 715 3029 Fax: 312 756 3023	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>STLEO-1</b>	FAX (A/C, No):
	<b>INSURED</b> <b>St. Leonard's Ministries &amp; St. Andrews Court, L.P.</b> 2100 W. Warren Blvd. Chicago, IL 60612		<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
		<b>INSURER A:</b> First Nonprofit Insurance Comp	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****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
A	GENERAL LIABILITY			TMP1217810-12	11/01/2012	11/01/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ _____
X	AUTOMOBILE LIABILITY			TAP1207131-12	11/01/2012	11/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ _____ \$ _____ _____ \$ _____
A	UMBRELLA LIAB			UXL1207271-12	11/01/2012	11/01/2013	EACH OCCURRENCE \$ 4,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE \$ 4,000,000 _____ \$ _____ _____ \$ _____
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCC1211115	01/01/2013	01/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Crime			TMP1217810-12	11/01/2012	11/01/2013	Forgery 50,000 EE Dishon 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Cook County, is an additional insured, but solely with respect to that organization's liability arising out of the named insured's operations or premises owned by the named insured.

**CERTIFICATE HOLDER****CANCELLATION**

<b>Cook County</b> <b>RE: Contract #13-53</b> <b>Employees, Commissioners &amp; Officials</b>	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 <i>Susan Kelly Kosge</i>
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**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
Instructions	Instructions for Completion of EDS	EDS i - ii
1	Certifications	EDS 1, 2
2	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 3 – 9
3	Sole Proprietor Signature Page	EDS 10a/b/c
4	Partnership Signature Page	EDS 11/a/b/c
5	Limited Liability Corporation Signature Page	EDS 12a/b/c
6	Corporation Signature Page	EDS 13a/b/c
7	Cook County Signature Page	EDS 14

## CERTIFICATIONS (SECTION 1)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

### A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

### B. BID-RIGGING OR BID ROTATING

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

### C. DRUG FREE WORKPLACE ACT

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq*).

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132**

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

**H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;**

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**REQUIRED DISCLOSURES (SECTION 2)**

**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
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There are none.

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**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:

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c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes:   X   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 (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.**

**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): see accompanying sheets

\_\_\_\_\_  
\_\_\_\_\_  
**(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.

None

\_\_\_\_\_  
\_\_\_\_\_

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.

St. Leonard's Ministries - Property PIN Numbers

**SLH property:**

- (1) 2100 W. Warren Blvd. 17-07-326-036-0000 (vol. 588)
- (2) 2110 W. Warren Blvd. 17-07-326-035-0000
- (3) 2114 W. Warren Blvd. 17-07-326-034-0000

**MBC property/2120 W. Warren:**

- (4) 2116 W. Warren Blvd. 17-07-326-033-0000 (vol. 588)
- (5) 2118 W. Warren Blvd. 17-07-326-032-0000
- (6) 2122 W. Warren Blvd. 17-07-326-031-0000

**SAC property/50 N. Hoyne:**

- (7) 2101 W. Washington 17-07-326-039-0000 (vol. 588)
- (8) 2109 W. Washington 17-07-326-015-0000
- (9) 2111 W. Washington 17-07-326-014-0000

**St. Andrew's Church property/48 N. Hoyne:**

- (10) 17-07-326-016-0000
- (11) 17-07-326-017-0000
- (12) 17-07-326-018-0000

**GH property/1801 W. Adams:**

- (10) 1801 W. Adams 17-18-219-008-0000
- (11) 1803 W. Adams 17-18-219-009-0000
- (12) 1805 W. Adams 17-18-219-010-0000

(1) Alley between 2110 & 2114 West Warren

Purchased by St. Leonard's House from the City of Chicago 01/30/97  
Sales Receipt (Page 2) & Legal Description (Page 3) follow this page.

(2) 2114 W. Warren Blvd. 17-07-326-034-0000

Lot 12 in the resubdivision of Lots 1, 2 and 3 in Greene's Subdivision of Block 59 in the Canal Trustees Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as: 2114 West Warren Boulevard, Chicago, Illinois.

(3) 2116 W. Warren Blvd. 17-07-326-033-0000

Lot 13 in C. N. Holden's Subdivision of Lots 1 to 3 of Subdivision of Block 59 of Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

(4) 2118 W. Warren Blvd. 17-07-326-032-0000

The East ½ of the South ½ of Lot 4 in Block 59 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian (except that portion thereof taken or used for streets or alleys) in Cook County, Illinois.

(5) 2122 W. Warren Blvd. 17-07-326-031-0000

The West ½ of the South ½ of Lot 4 in Block 59 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois

## 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 St. Leonard's D/B/A: same EIN NO.: 36-2378516  
Ministries

Street Address: 2100 W. Warren Blvd.

City: Chicago State: IL Zip Code: 60612

Phone No.: 312/738-1414

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) not-for-profit corporation

**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
There are no owners.		

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

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [  ] 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):**

- [ ] 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.
- [ x ] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Robert Dougherty  
Name of Authorized Applicant/Holder Representative (please print or type)

Robert Dougherty  
Signature

slhouse@comcast.net  
E-mail address

Development Director  
Title

03/06/2013  
Date

312/718-7661  
Phone Number

Subscribed to and sworn before me  
this 6th day of March 2013

7/13/2013  
My commission expires:

X Jean J. Hughes  
Notary Public Signature

Notary Seal

OFFICIAL SEAL  
JEAN J. HUGHES  
Notary Public - State of Illinois  
My Commission Expires Jul 13, 2013



## COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040  
CHICAGO, ILLINOIS 60602  
312/603-4304  
312/603-9988 FAX 312/603-1011 TT/TDD

### **FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:**

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: [http://www.cookcountygov.com/taxonomy/ethics/Listings/cc\\_ethics\\_VendorList\\_.pdf](http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf)

### **DEFINITIONS:**

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- |           |                   |                |
|-----------|-------------------|----------------|
| ▪ Parent  | ▪ Grandparent     | ▪ Stepfather   |
| ▪ Child   | ▪ Grandchild      | ▪ Stepmother   |
| ▪ Brother | ▪ Father-in-law   | ▪ Stepson      |
| ▪ Sister  | ▪ Mother-in-law   | ▪ Stepdaughter |
| ▪ Aunt    | ▪ Son-in-law      | ▪ Stepbrother  |
| ▪ Uncle   | ▪ Daughter-in-law | ▪ Stepsister   |
| ▪ Niece   | ▪ Brother-in-law  | ▪ Half-brother |
| ▪ Nephew  | ▪ Sister-in-law   | ▪ Half-sister  |

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

**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: There are no owners. Title: \_\_\_\_\_

Business Entity Name: St. Leonard's Phone: 312/738-1414

Ministries

Business Entity Address: 2100 W. Warren Blvd. - Chicago, IL 60612

\_\_\_\_\_ 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.

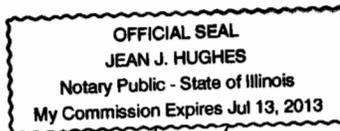
**To the best of my knowledge and belief, the information provided above is true and complete.**

Robert Dougherty 03/06/2013  
Owner/Employee's Signature Date

Subscribe and sworn before me this 6<sup>th</sup> Day of March, 2013

a Notary Public in and for Cook County

Jean J. Hughes  
(Signature)



NOTARY PUBLIC  
SEAL

My Commission expires 7/13/2013

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 SOLE PROPRIETOR**  
**(SECTION 3)**

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 facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer 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: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

**SOLE PROPRIETOR'S SIGNATURE:** \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

**SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)**  
**(SECTION 4)**

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 Chief Procurement Officer 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: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

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

\*BY: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

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

**SIGNATURE BY A LIMITED LIABILITY CORPORATION**  
**(SECTION 5)**

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 Procurement Director 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: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

FEIN: \_\_\_\_\_ \* CORPORATE FILE NUMBER: \_\_\_\_\_

MANAGING MEMBER: \_\_\_\_\_ MANAGING MEMBER: \_\_\_\_\_

\*\*SIGNATURE OF MANAGER: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

\* **If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

\*\* **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

**SIGNATURE BY A CORPORATION**

**(SECTION 6)**

**Not-for-Profit Corporation**

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 Chief Procurement Officer 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: St. Leonard's Ministries

BUSINESS ADDRESS: 2100 W. Warren Blvd.

Chicago, IL 60612

BUSINESS TELEPHONE: 312/738-1414 FAX NUMBER: 312/738-1417

CONTACT PERSON: Robert Dougherty

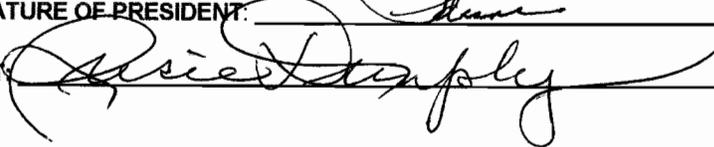
FEIN: 36-2378516 \*IL CORPORATE FILE NUMBER: 3803-723-4

**LIST THE FOLLOWING CORPORATE OFFICERS:**

PRESIDENT: Peter Daane VICE PRESIDENT: Cecelia Downs

SECRETARY: Susie Dunphy TREASURER: Keith Porapaiboon

\*\*SIGNATURE OF PRESIDENT: 

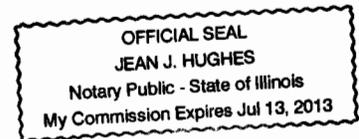
ATTEST:  (CORPORATE SECRETARY)

Subscribed and sworn to before me this

6<sup>th</sup> day of March, 2013.

X   
Notary Public Signature

My commission expires:



Notary Seal

\* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

\*\* In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

COOK COUNTY SIGNATURE PAGE  
(SECTION 7)

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

*John E. M.*

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 3 DAY OF July, 2013.

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

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

13-53-073C

OR

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 80,000<sup>00</sup>  
(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED AS TO FORM:

*Not required*

ASSISTANT STATE'S ATTORNEY  
(Required on contracts over \$1,000,000.00)