

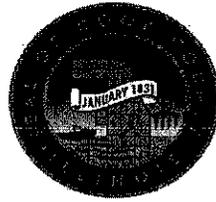
PROFESSIONAL SERVICES AGREEMENT

For

VIOLENCE PREVENTION, INTERVENTION AND REDUCTION GRANTS

CONTRACT NO. 13-53-090F

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY JUSTICE ADVISORY COUNCIL

AND

LAWNDALE CHRISTIAN LEGAL CENTER

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS**

JUL 17 2013

COM. _____

Toni Preckwinkle
Cook County Board President

Shannon E. Andrews
Chief Procurement Officer

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

TERMS AND CONDITIONS	1
ARTICLE 1) INCORPORATION OF BACKGROUND	1
ARTICLE 2) DEFINITIONS.....	1
a) Definitions.....	1
b) Interpretation.....	2
c) Incorporation of Exhibits	3
ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONTRACTOR	3
a) Scope of Services.....	3
b) Deliverables	3
c) Standard of Performance.....	4
d) Personnel.....	4
e) Insurance.....	5
f) Indemnification	8
g) Confidentiality and Ownership of Documents	8
h) Patents, Copyrights and Licenses	9
i) Examination of Records and Audits	9
j) Subcontract Subcontracting or Assignment of Contract or Contract Funds.....	10
ARTICLE 4) TERM OF PERFORMANCE.....	11
a) Term of Performance	11
b) Timeliness of Performance	11
ARTICLE 5) COMPENSATION	12
a) Basis of Payment.....	12
b) Method of Payment.....	12
c) Funding	12
d) Non-Appropriation.....	12
e) Taxes.....	12
f) Price Reduction	13
g) Contractor Credits.....	13

ARTICLE 6) DISPUTES..... 13

ARTICLE 7) COMPLIANCE WITH ALL LAWS..... 14

ARTICLE 8) SPECIAL CONDITIONS..... 14

a) Warranties and Representations..... 14

b) Ethics..... 15

c) Joint and Several Liability 15

d) Business Documents 16

e) Conflicts of Interest..... 16

f) Non-Liability of Public Officials..... 17

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION
AND RIGHT TO OFFSET..... 17

a) Events of Default Defined 17

b) Remedies..... 18

c) Early Termination 20

d) Suspension 21

e) Right to Offset..... 21

f.) Delays 22

g.) Prepaid Fees..... 22

ARTICLE 10) GENERAL CONDITIONS 22

a) Entire Agreement..... 22

b) Counterparts..... 23

c) Modifications and Amendments..... 23

d) Governing Law and Jurisdiction..... 24

e) Severability 24

f) Assigns..... 24

g) Cooperation..... 24

h) Waiver..... 25

i) Independent Contractor..... 25

j) Governmental Joint Purchasing Agreement 26

ARTICLE 11) NOTICES..... 26

ARTICLE 12) AUTHORITY 26

Economic Disclosure Statement

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 Lawndale Christian Legal Center, 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 Violence Prevention, Intervention and Reduction 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 June 1, 2013 ("**Effective Date**") and continue until May 31, 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 \$36,000.00 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 \$36,000.00 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
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: Lawndale Christian Legal Center
1530 South Hamlin Avenue
Chicago, IL 60623

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

Scope of Work

Contractor shall provide services and/or programs in one or more of the targeted areas of behavioral health, education, skill building, community building, balanced and restorative justice, civic engagement, youth engagement, employment, or mentoring. The Contractor shall define the number of individuals that it intends to serve within the proposal.

Program Methodology

Contractor must understand the impact of violence on victims, perpetrators, people who are both victims and perpetrators, families, and the community as whole and the intersection between environment, criminal justice, education, employment, interpersonal and intrapersonal skills, community involvement, and violence and the challenges for obtaining services and meaningful programming in the community.

The model shall be based on an integrated team approach (this may include staff cooperation and communication, community collaboration, multiple service provider collaboration, etc.) and be adaptable and based on current realities. The proposed model shall specifically recognize and assess the roles of: history of trauma and violence; co-occurring disorders; family relationships; parenthood; peer supports; community stability and socialization; connectedness with societal values; education; income and employment; and ancillary services. Programs should utilize a strength and asset-based, motivational approach to treatment and skill building and selection of staff that have embraced this approach.

Programming shall focus on enhancing participants' functioning and behavior, developing skills for living a productive life within the community and engaging in behaviors that contribute to positive outcomes through job training, mentoring, balanced and restorative justice practices or other needed services. All with the overarching goal of reducing factors that put the individual at a higher risk of violence involvement. The goal should be to build off of these individual services to strengthen communities and reduce violence.

The Contractor shall offer a safe, supportive and encouraging environment that encourages trust, bonding, and connection. Staff selection should take into account the population being served with consideration to parity, economic challenges and cultural values. All programs shall work to reduce risk factors for violence and improve outcomes. Strategies may include cognitive-behavioral strategies that shall promote critical thinking and healthy decision-making. The overall focus shall be on enhancing participants' functioning and behavior, developing skills for living a productive life within the community and engaging in behaviors that contribute to positive outcomes in society.

The providers shall offer a safe, supportive and encouraging environment that encourages trust, bonding, and connection. Staff selection should take into account the population being served with consideration to parity, economic challenges and cultural values.

Program needs for clients may include, but are not limited to the following list:

- Homelessness
- Life skills
- Problem-solving skills
- Employment
- Education
- Criminality, criminal thinking, criminal identity, and the criminal code (shared values)
- Participant manipulateness
- Denial
- Resistance
- Guilt, stigma, and shame
- Anger and hostility
- Domestic violence
- Exposure to violence
- Cultural identity (cultural background and race)
- Immigration Services
- Language needs (translation services, etc.)
- Role as family member and/or parent
- Motivation
- Creating therapeutic alliances
- Striving for counselor credibility
- Striving for cultural competence
- Designing treatment to reflect stages of change
- Self-management skills (relapse prevention)
- Peer support and feedback
- Pro-social activities
- Reentry services
- Healthy Lifestyle issues
- Support Healthy/Pro-social choices
- Early childhood prevention and intervention
- Conflict Resolution skills
- Gang intervention/prevention
- Individualized mentoring
- Community building
- Balanced and Restorative Justice Practices

The above list is provided to show the need for comprehensive, integrated and holistic thinking when designing programs for clients at risk of violence involvement. The Contractor shall address these issues either internally or through linkages in the local human service system. This list does not preclude the Contractor from addressing additional issues and the Contractor is encouraged to expand areas of topical issues in its service delivery.

Contractor's staff shall show equitable treatment by staff towards all participants throughout their course of treatment.

Project Component

The JAC is looking for a creative, but evidence based approach to reducing violence. The expectation is that programs will provide innovative programming in a community friendly manner. The program shall maintain continuous focus on planning and implementation of services that support individuals and communities and shall work collaboratively with the initiatives that support services to reduce violence.

The grant recipient shall be required to ensure confidentiality and shall agree that all information about its work and the work performed by the JAC shall remain confidential. This includes, and is not limited to, all information about the programs supplied to the grant recipient by the JAC and the County.

Record Keeping Procedure

The JAC requires the grant recipient to create and retain participant files service plans and records, when applicable. The participant record information shall include the participants' names, addresses and services provided.

Quarterly Reports and Site Visits

Grant recipients will be required to submit quarterly narrative reports for the duration of the grant. The last quarterly report may be considered a final report and may be used for a summation in the categories requested. The quarterly narrative report for the 2013 Violence Reduction Grants shall indicate the following:

- The grant recipients accomplishments in the quarter,
- The number of people enrolled, admitted or who otherwise entered the program,
- Number of people retained in the program, if applicable,
- Number of people who successfully completed the program, if applicable,
- All other metrics given in the program proposal,
- The challenges faced in the quarter,
- Any other information/data the grant recipient can share with Cook County from the quarter(s) that will help us to better understand the factors contributing to violence and the work being done to reduce violence.

Additionally, the Justice Advisory Council will conduct a site visit with the grant recipient at a mutually agreed upon time and place. At the site visit, the JAC will want to meet anyone working under the grant and/or tasked with overseeing its implementation, meet with and hear from any client(s)/constituency participating in program(s) supported by the grant and see the facilities used in the implementation of the grant (e.g. offices, classrooms, meeting areas etc.)

Upon award of a contract the grant recipient will meet with the JAC to discuss quarterly report forms and procedures.

Key Personnel

Contractor must identify the key personnel/volunteers that will be committed to the project. The Chief Procurement Officer reserves the right to reject any key personnel proposed if it is determined in the County's best interest. The evaluation of proposals includes the qualifications of the personnel proposed; therefore, Contractors will name key personnel as part of their submission. Key Personnel must not be replaced during the project without the approval of the Chief Procurement Officer.

For example years, requirements for specific experience, specific credentials, certifications, background of Contractor and/or Key Personnel.

The selected grant recipient must provide sufficient staff and volunteers to cover project needs. The grant recipient must take into account appropriate staff coverage for vacation days, long-term disabilities, sick days and vacant positions.

Subcontracting or teaming

The Contractor may be comprised of one or more organizations as to assure the overall success of the project. The Contractor shall identify each collaborative member organization and specify their role. The Chief Procurement Officer reserves the right to accept or reject any of the collaborative member organizations if in the Chief Procurement Officer's sole opinion replacement of the organization, based on skills and knowledge, is in the best interest of the County.



LAWNDALE CHRISTIAN LEGAL CENTER

1530 S. Hamlin Avenue · Chicago IL 60623 · Ph. 773-762-6381 · Fax 773-762-9121 · www.lclc.net

RFP No. 13-53-090

Section 7.2.2 Executive Summary

By now, it is abundantly clear that youth violence does not erupt in a vacuum. Rather, there are a host of individual, family, peer, and community risk factors that provide fertile soil for violence. (See, e.g., DHHS 2001; Lipsey and Derzon 1998; Resnick et al. 2004).

Since 2010, Lawndale Christian Legal Center ("LCLC") has been working to target the risk factors for violence among court-involved youth. LCLC's services are based on an integrated team approach; LCLC uniquely integrates the work of attorneys with that of social workers and other support staff to simultaneously decrease the impact of Disproportionate Minority Contact on youth that are charged with violent crimes, while addressing the underlying causes of violence in the Lawndale community. In all its provisions, LCLC recognizes the prevalence of trauma and co-occurring disorders among its youth, and has tailored its wholistic program to maximize cultural and logistical accessibility for court-involved youth.

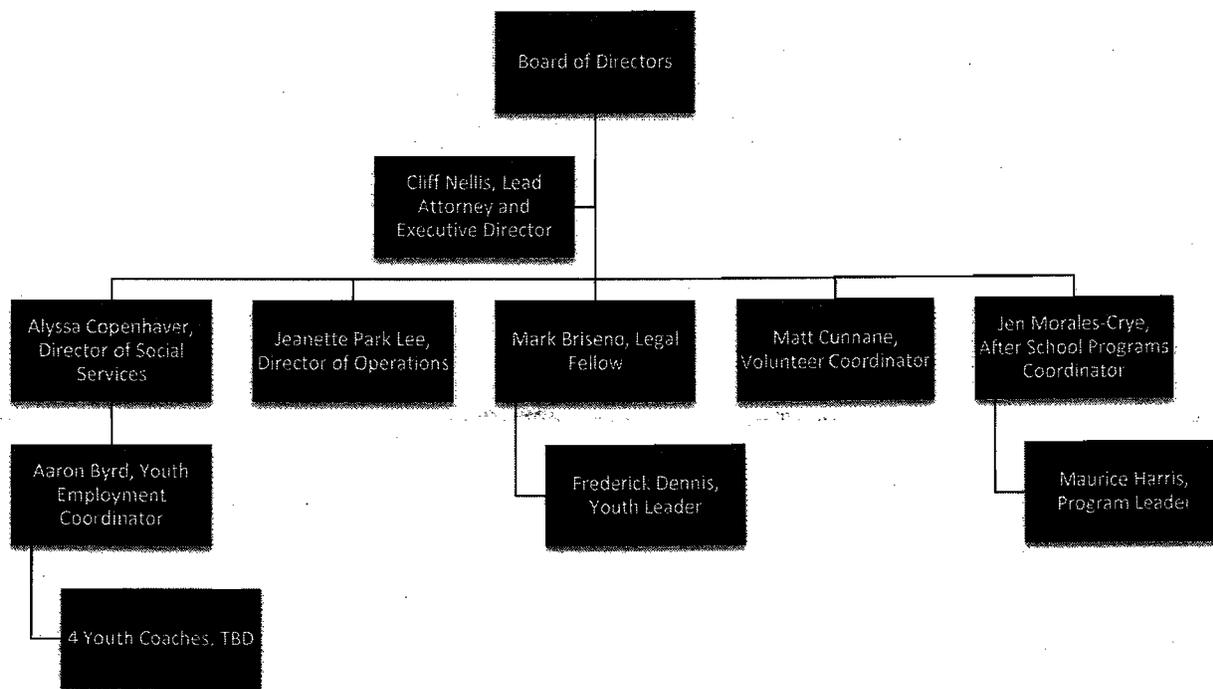
Under this RFP, LCLC proposes to provide sustained multi-pronged services for court-involved youth that target their risk factors for violence, including mental health and behavioral counseling, substance abuse counseling, employment training and placement, mentoring, tutoring, and legal services. All staff and volunteers working with youth are trained in a strength-based approach to intervention and relationship-building. LCLC's overall focus is on enhancing participants' functioning and behavior, developing skills for living a productive life within the community and engaging in behaviors that contribute to positive outcomes in society.

LCLC will provide all of its comprehensive services to youth under this RFP, and RFP funds will be used specifically to enhance LCLC's mentoring component, which will increase the rate of access to LCLC's wholistic services. Under this program, mentors will walk alongside court-involved youth, appearing at their court dates, providing mentoring, and helping youth access services and attaining evaluations. These activities have been shown through research to be effective in addressing youth involvement with gangs, lack of involvement in conventional activities, poor academic performance, diminished economic opportunities, and low levels of community participation, all of which are risk factors for violence. Court-involved youth are particularly susceptible to such risk factors. Pending periods allowed for planning, from the period of June 1, 2013 through June 1, 2014, LCLC will provide these services to 50 court-involved youth (i.e. youth that have been arrested, or are on parole, probation, or supervision). Cliff Nellis, Lead Attorney and Executive Director, and Alyssa Copenhaver, Director of Social

Services, will be the team implementing this RFP. They will be responsible for hiring an Employment Case Manager upon approval of this bid.

LCLC will track the rates at which youth are accessing services, as well as their involvement in violent crime, as measured by charges brought against them, for which the youth are found guilty.

LCLC's organizational staff chart of is below. Please note that volunteers, not represented here, are an integral part of LCLC's program as well.





LAWDALE CHRISTIAN LEGAL CENTER

1530 S. Hamlin Avenue · Chicago IL 60623 · Ph. 773-762-6381 · Fax 773-762-9121 · www.lclc.net

RFP No. 13-53-090

Section 7.2.3 Proposed Program Plan

I. Problem

While there are no simple answers to the question of why some youth engage in violence while others do not, many risk factors for youth violence have been identified and validated. (See, e.g., DHHS 2001). Effective protective factors that counter these risk factors will address the specific developmental and contextual needs of youth at risk for violence. As the Surgeon General's Office found, "The most powerful early predictors of violence among youth are involvement in general offenses (serious, but not necessarily violent, criminal acts..." (See DHHS 2001). Successful anti-violence programs will target youth that are currently involved in general offenses. Sadly, these youth are not hard to find – they are the thousands of court-involved youth in Cook County that become entangled with the criminal justice system at an early age. A program that is tailored to court-involved will have a significant impact in reducing violence among youth in general.

II. Proposed Plan of Action

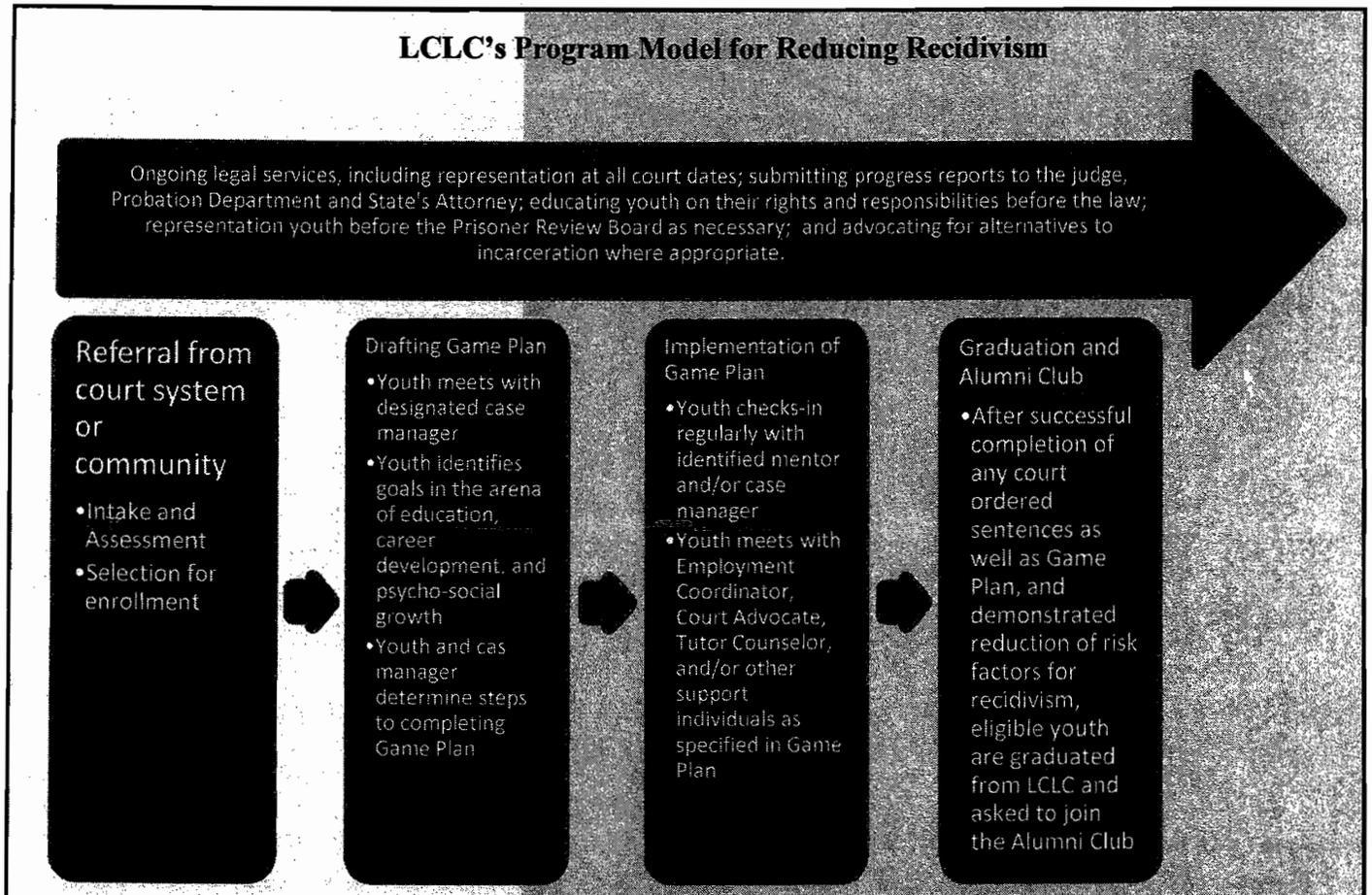
With this RFP, Lawndale Christian Legal Center ("LCLC") proposes to expand its work of providing integrated legal and social services to court-involved youth, 24-years-old and under, in North Lawndale, one of the most violent communities of Cook County.

LCLC was founded in 2010 with the mission of walking court-involved youth through – and permanently away from – the criminal justice system. Recognizing that the legal and social needs of court-involved youth are inextricably intertwined, LCLC is one of a handful of organizations in Cook County providing integrated legal and social services for youth. LCLC's attorneys and social workers work together to provide continuing support and advocacy through youths' legal cases and to the end of any sentencing period. By surrounding court-involved with attorneys as well as case managers, tutors, mentors, and others, LCLC is in a unique position to increase youths' access to justice, in concert with social services that facilitate compliance with court orders and address the underlying needs of court-involved youth.

A. Program Implementation

In response to studies that show that reducing general offenses among youth reduces youth's risk of engaging in violent acts, LCLC's program under this RFP proposes to reduce the dynamic criminogenic factors of youth.

LCLC's program model is below:



• Referral

LCLC works with court-involved youth 24-years-old and under in North Lawndale. Youth come to LCLC through a variety of means. LCLC has a standing relationship with Aftercare Specialists that work with the Department of Juvenile Justice; some youth are referred to LCLC by their specialists upon release from incarceration, while they are on parole. LCLC is also currently working in partnership with the Juvenile Division of Cook County Circuit Court to provide youth on probation with alternatives to being sanctioned; many youth on probation are referred to youth through this partnership. Still

other youth are referred to LCLC through word of mouth. Because LCLC is the only provider of pro bono legal services in North Lawndale, community youth that have been arrested or otherwise court-involved seek LCLC's legal services. With over 1,500 arrests in North Lawndale yearly, LCLC's resources are nowhere near sufficient to service all youth seeking LCLC's services. Thus, LCLC's youth are in varying stages of arrest, pending case, probation, supervision, or parole. By the nature of their legal standing, these youth are deemed at high-risk of being incarcerated or re-incarcerated.

Referred youth meet with an attorney for a Legal Intake that assesses the youth's criminal history as well as legal needs. Youth also meet with a social worker for a Social Intake that assesses the youth's social history and psycho-social needs. The attorney and social worker then present a report to LCLC's Selection Committee, which votes on whether or not a youth should be accepted into LCLC's program.

- **Drafting of Game Plan**

Once a youth is accepted into LCLC's program, the youth works with a social worker or youth advocate to draft a Game Plan. This Game Plan is at the heart of LCLC's rehabilitative services for the youth. With the help of needs assessments conducted by LCLC staff, youth self-identify goals that will help him or her permanently walk away from the criminal justice system, i.e., those dynamic criminogenic factors particular to his life. These goals include educational or job attainment; mental health interventions; substance abuse treatment; and any other social skills that a youth and his or her case manager may deem important to reducing recidivism. If needed, LCLC staff will ask volunteer psychologists to perform additional assessments that may inform the Game Plan. LCLC staff will also engage the youth's existing support system, including family members, teachers, extant mentors, or probation officers, for input regarding the Game Plan. The mentor, if known, is paired with a youth at this point and can help the youth draft his Game Plan.

- **Implementation of Game Plan**

Dependent on the youth's needs level, youth will meet frequently with LCLC staff and his mentor to discuss progress on the Game Plan. LCLC staff will link youth to services not offered on-site at LCLC, as well as help youth work through any obstacles in achieving progress. The Game Plan, in essence, provides protective factors tailored to each youth's risk for violence.

One of the highest barriers to youth receiving necessary interventions is the lack of physical and cultural accessibility of service providers. (See, e.g., Kutcher and

MacDougall, January 2009, for mental health treatment in particular). As a result, LCLC provides as many co-located services as possible. This is particularly important to the many youth that have co-occurring disorders. Court-involved youth are most likely to prioritize seeing their attorney. The fact that LCLC's social workers, employment coaches, volunteer psychologists, mentors, tutors, and other support staff are housed in the same building as the youth's attorney – and indeed, the fact that all these individuals work seamlessly together in providing wholistic services to youth – greatly lowers barriers to access for youth. Youth do not have to make multiple trips across town to access needed services. Youth do not have to repeat their stories to multiple agency, and youth are held accountable by an integrated support team of competent individuals that are each personally invested in the youth's success.

LCLC helps youth implement their Game Plan by providing the following resources, in addition to its legal services, under one roof:

- Case management under the supervision of a LCSW
- Mental health and behavioral counseling under the supervision of a licensed psychologist
- Substance abuse counseling by a licensed C.A.D.C. counselor
- Workforce development, training, and placement by a dedicated employment coach. This includes working with youth through a life skills curriculum, setting up mock interviews with youth, coaching youth in resume and cover letter writing, and helping youth apply for jobs.
- Legal advocacy training through LCLC's Mock Trial afterschool program, in which youth learn about the criminal justice system as advocates rather than juvenile offenders.
- Educational advocacy by licensed MSW trained to represent youth before the Chicago Public School Board
- Paid Internships via participation in LCLC's remedial afterschool program
- Mentors, who provide mentoring and courtroom advocacy; mentors play an integral role in helping youth succeed in their Game Plan. LCLC recruits mentors from the community, and mentors are intimately involved in the daily lives of LCLC youth.
- Tutoring in LCLC's computer lab
- Pro-social activities, including Peace Circles, Open Mic nights, seasonal celebrations, and recreational activities
- Open gym nights

LCLC is able to provide this plethora of quality services through its many partnerships within the community, as well as the dedicated work of trained volunteers. Currently, over 100 professionals are volunteering with LCLC, providing mentoring, legal services,

behavioral counseling, advisory consults, and other needed services to LCLC and its youth. LCLC's services are uniquely community-based; all key staff are required to reside in North Lawndale, which results in cultural understanding and accessibility for youth receiving services. Finally, LCLC's integration of social and legal services equips LCLC attorneys to be distinctly effective advocates. As one seminal study by the Northwestern Bluhm Legal Clinic finds, "[Legal d]efenders across Illinois need [social workers] to assist them in their representation of children. Without the assistance of investigators and social workers, defense counsel lack critical information concerning the circumstances of their clients and their clients' family, social, educational and mental health situations" (2011). Because of their close work with case workers, tutors, and other members of the youths' support team, LCLC attorneys are able to provide comprehensive youth progress reports to the judge, Probation Department, and State's Attorney's office. LCLC's post-sentencing advocacy for youth is unique and has contributed significantly to keeping 98% of LCLC youth out of jail during their period of probation, supervision, and parole.

- **Graduation and Alumni Club**

LCLC works with youth from the time they are accepted into LCLC's program until the end of any period of probation, supervision, or parole. Studies generally find that the highest risk of recidivism is highest during the first year after admission to probation. (See, e.g., Stageberg and Wilson, July 2005). Thus, LCLC's goal is to work intensively with youth during this vulnerable period and make sure that there are no obstacles to complying with probation/parole orders, and that the underlying needs of youth are addressed to reduce risk factors for recidivism.

Once youth have successfully completed their court-ordered sentences, as well as have demonstrated reduction in risk factors for recidivism, LCLC staff vote on whether they can graduate from LCLC's program. Upon graduation, youth join LCLC's Youth Alumni Club and remain in contact with LCLC and its staff through social activities and continued open resources. The Alumni Club enables LCLC to continue to provide support to its youth and facilitates long-term tracking of outcomes. Of the 83 youth that LCLC has served since 2010, only 2% have been re-incarcerated.

- **Specific use of RFP monies**

Should LCLC be granted this RFP, LCLC will leverage its existing resources to provide an additional 50 court-involved youth with the above services under this RFP.

Additionally, LCLC requests \$36,000 to help fund the position of Mentor Coordinator, who will manage the recruitment, training, and support of 50 mentors.

Mentors are a critical part of LCLC's larger program of reducing violence among court-involved youth. At LCLC, mentoring is a one-on-one relationship between a court-involved youth and an adult. Mentors meet with their mentee at least once a week, and attend a monthly mentoring training/support meeting coordinated by the Mentor Coordinator.

The mentor is trained specifically in working with youth with complex trauma, as well as in navigating the criminal justice system. The Lead Attorney is responsible for developing curriculum for mentors appearing in court as advocates. Additionally, the Mentor Coordinator coordinates the mentor's integration in the larger support team of the youth, which may include a psychologist, a tutor, an Education Advocate, and the youth's family.

LCLC's mentoring program is designed to reduce youth's engagement in offenses, involvement with gangs, academic performance, and psycho-social development. Mentors can intervene in these areas in the context of all of LCLC's wholistic services, as outlined above.

Evaluation of the mentor's progress is made through tracking number of times mentors have met with their mentees; the mentee's ongoing implementation of his Game Plan with the help of his mentor; and the mentee's rate of recidivism.

Developmentally appropriate activities shared by the mentor and mentee may include attending the movies and other social outings; participating in a community service event together; and meeting for meals. All mentors are subject to a background check, and mentors maintain regular contact with the Mentor Coordinator. Youth continue to meet with other members of their support team as outlined in their Game Plan.

Mentoring programs similar to that of LCLC have been shown to have a significant impact on the antisocial activities of mentees, as well as their academic performance. LCLC's track record also shows that court-involved youth that met regularly with their mentor were less likely to recidivate or commit violent crimes.

B. Implementation Schedule

LCLC's connections in the community, as well as its existing partnerships and resources, enable it to implement its proposed program with little delay, pending approval of proposed use of funds. LCLC expects that the fifty youth served under this RFP will be enrolled on a rolling basis, with an initial 20 youth identified upon award of a contract. LCLC's proposed implementation schedule is below, pending periods allowed for planning and negotiation of budget:

Contract Award: May 29, 2013

Identification of first twenty RFP youth: June 1, 2013

End of RFP grant period: June 1, 2014

Youth enrolled under the RFP will continue to receive LCLC services as resources allow after the RFP period. LCLC does not expect that any youth will have all services terminated early because of an end to RFP monies.

C. Expected Outcomes

As a result of LCLC's comprehensive multi-modal services, LCLC expects to achieve the following goal, with related objectives and measurement tools noted.

Goal : To decrease the number of youth at risk for, and engaging in, violent acts.

Objective 1 – 75% of youth receiving services under this RFP will meet at least once a week with his mentor.

- Measurement Tool: The Mentor Coordinator will be responsible for tracking youth meetings with their mentors.

Objective 2 – 75% of youth receiving services under this RFP will have shown monthly progress on their Game Plan.

- Measurement Tool: LCLC case managers, mentors, and other members of a youth's support team will meet regularly with youth and track progress on individual Game Plans.

Objective 3 – Mentors paired with youth will have attended 75% of mentor development clinics.

- Measurement Tool: The Mentor Coordinator will be responsible for tracking mentor participation in trainings.

Objective 4 - As a result of receiving legal representation through and participating in LCLC's wholistic program, the percentage of youth committing general offenses, including probation, supervision, or parole violations will be 25% (25 points below the recidivism rate for Illinois) over the grant period.

- Measurement Tool: LCLC attorneys and case managers will keep track of technical violations as well as new offenses committed by our youth.

Objective 5 - As a result of the committed and zealous advocacy of LCLC Attorneys, the percentage of RFP youth found guilty of committing violent offenses will be less than 15% of LCLC's youth.

- Measurement Tool: LCLC attorneys and case managers will keep track of sentences resulting from any charges filed against youth.

D. Analysis of Impact/Outcomes; Evaluation of Program Success; Demonstration of Program's Effectiveness

LCLC's program is evaluated on an ongoing basis on multiple levels. LCLC's executive staff present financial and organizational reports to its 12-member Board of Directors on a monthly basis. Further, LCLC's 20-member Advisory Board meets biannually to provide strategic guidance and accountability, with sub-committees that meet more regularly. In addition to receiving and evaluating ongoing feedback from all stakeholders, LCLC engages in a yearly internal evaluation of its services using best practices in program assessment and improvement. Finally, LCLC's wholistic legal services are also being evaluated by an independent program evaluator from the Community Health and Justice Lab at Wheaton College. Trained analysts from Wheaton College extract LCLC's raw data, including those outlined above, and perform statistical analyses on the dataset. LCLC is also part of a qualitative study where select youth participating in LCLC's program are interviewed.

Selected Bibliography

Department of Health and Human Services (DHHS). Youth violence: a report of the Surgeon General [online]; 2001. Available from: www.surgeongeneral.gov/library/youthviolence/toc.html

Dowden, Craig and Andrews, D.A. Effective Correctional Treatment and Violent Reoffending: A Meta- Analysis. *Canadian Journal of Criminology*, Ottawa: Canadian Criminal Justice Association, October 2000.

Linda A. Teplin, Karen M. Abram, Jason J. Washburn, Leah J. Welty, Jennifer A. Hershfield, and Mina K. Dulcan. The Northwestern Juvenile Project.

Lipsey MW, Derzon JH. Predictors of violent and serious delinquency in adolescence and early adulthood: a synthesis of longitudinal research. In: Loeber R, Farrington DP, editors. Serious and violent juvenile offenders: risk factors and successful interventions. Thousand Oaks (CA): Sage Publications; 1998. p. 86–105.

Lipsey, Mark W. Can Rehabilitative Programs Reduce the Recidivism of Juvenile Offenders: An Inquiry into the Effectiveness of Practical Programs, *Virginia Journal of Social Policy & the Law*, Vol. 6, No. 3, Spring 1999, p. 626. (Data in table is based on method-adjusted effect sizes, which statistically removes influential methodological differences in methods and procedures used in the respective studies.)

Paediatric Child Health. 2009 January; 14(1): 15–18. Problems with access to adolescent mental health care can lead to dealings with the criminal justice system. Stanley Kutcher, MD FRCPC and Ainslie McDougall, MSc

Resnick MD, Ireland M, Borowsky I. Youth violence perpetration: what protects? What predicts? Findings from the National Longitudinal Study of Adolescent Health. *Journal of Adolescent Health* 2004;35:424.e1–e10.



LAWNDALE CHRISTIAN LEGAL CENTER

1530 S. Hamlin Avenue · Chicago IL 60623 · Ph. 773-762-6381 · Fax 773-762-9121 · www.lclc.net

RFP No. 13-53-090

Section 7.2.4 Qualifications of the Proposer

North Lawndale was once the headquarters of industrial giants like Sunbeam and Sears, Roebuck and Co. Within two short years of the riots that followed Dr. King's assassination in 1968, 75% of North Lawndale's businesses had left the area, precipitating drastic socioeconomic decline (Steans Family Foundation, 2009). LCLC was conceived in 1978, when members of Lawndale Community Church surveyed a group of North Lawndale residents about their greatest needs amid the devastated community. The residents listed inexpensive health care, a basketball gym, improved housing, and competent and affordable legal services. Within a decade, the church founded a thriving medical center, fitness center with a basketball gym, and development corporation. It wasn't until 2009, however, that the church had the means to establish a legal center. By January 2010, the church voted to found LCLC as a separate public benefit corporation. On March 29, 2010, LCLC's Articles of Incorporation and Bylaws were filed with the Illinois Secretary of State and on April 5, 2010 LCLC opened its doors for services. On June 8, 2010, LCLC was granted its 501(c)(3) status.

Concurrently with LCLC's incorporation, the North Lawndale community was surveyed once more. Given the staggering number of juvenile arrests in the community, Mr. Nellis asked North Lawndale youth what services they or other youth entangled in the criminal justice system needed. In addition to legal services, nearly every youth identified mentoring and positive peer groups, as well as a comprehensive approach to their social needs. In response to the youth focus groups, as well as published data on the effectiveness of wholistic programs in reducing recidivism, LCLC was established to walk court-involved youth through – and away from – the criminal justice system to become good citizens and leaders of the community.

In 2010, LCLC had two full-time staff and four part-time staff and provided legal services to 19 youth. In 2011, LCLC nearly tripled its capacity, increasing its full-time staff to 3 and part-time staff to five, and serving 54 youth. In 2012, LCLC had five full-time staff and seven part-time staff, and served 83 youth. Since its beginning, LCLC attorneys have worked closely with LCLC case managers to provide comprehensive services to youth unavailable elsewhere, representing youth at all criminal proceedings, including pre-trial, trial, and post-trial hearings during their sentencing period of probation, supervision, or parole. In 2012, due to the attorneys' tireless work, ten youth were found not guilty of their charges or had their charges dropped, twenty youth had their bond reduced so they could resume school or work pending their trial, and forty-eight youth were granted alternatives to incarceration at their sentencing hearings. In several unique cases, State's Attorneys were influenced to decrease felony charges to misdemeanor charges based on youth's involvement with LCLC's wholistic program. In addition, judges have regularly mitigated youths' sentences after hearing about LCLC's continued wholistic involvement with youth during their sentencing period.

LCLC has designed and implemented three similar programs to this proposal:

- a) Under the Illinois Violence Prevention Authority's Neighborhood Reentry Initiative, from April 2011 to November 2012, LCLC has provided its integrated legal and social services to youth 24-years-old and under, reentering North Lawndale from incarceration, as well as North Lawndale youth 24-years-old and under, on probation.

Contact: LaTonya Lumpkin
Organization: Better Boys Foundation, Lead Agency
Dollar value: \$83,000
Address: 1512 S. Pulaski Road, Chicago, IL 60623
Telephone: (773) 542-7317
E-mail: ltlumpkin@betterboys.org

- b) In partnership with the Juvenile Probation and Court Services Department of Cook County, from May 2012 through November 2013, LCLC has been providing its full range of social services to youth 17 years old and under on probation.

Contact: Kaitrin Valencia, Deputy Chief
Organization: Juvenile Probation Services Department, Circuit Court of Cook County
Dollar value: \$90,000
Address: 1100 S. Hamilton Avenue, Chicago, IL 60612
Telephone: (312) 433-4413
E-mail: kaitrin.valencia@cookcountyil.gov

- c) Under the Illinois Criminal Justice Information Authority, from November 2012 through November 2013, LCLC has been selected to provide integrated legal and social services, as well as employment services, to youth 24-years-old and under that are on parole, probation, or supervision.

Contact: Cynthia Williams
Organization: Sinai Community Institute, Lead Agency Dollar value: \$83,000
Dollar value: \$70,514
Address: 2653 W. Ogden Avenue, Chicago, IL 60608
Telephone: (773) 542-7317
E-mail: cynthia.williams@sinai.org



LAWNDALE CHRISTIAN LEGAL CENTER

1530 S. Hamlin Avenue · Chicago IL 60623 · Ph. 773-762-6381 · Fax 773-762-9121 · www.lclc.net

RFP No. 13-53-090

Section 7.2.5 Key Personnel

Clifford Nellis, Lead Attorney

Time commitment to RFP program: 60%

Lead Attorney

September 2009-Present

Lawndale Christian Legal Center (www.LCLC.net)

Founded non-profit wholistic legal center for youth and young adults twenty-four years old and younger from North Lawndale accused of a crime in juvenile or adult criminal court. Report to the Board of Directors, manage staff, write grants, coordinate volunteers, fundraise and promote the organization, and oversee five components of the legal center program: (1) criminal defense legal services, (2) mentoring and weekly peer group meetings, (3) educational/vocational support, (4) community service projects, (5) after care services for youth on supervision, probation, or parole. Practice primarily criminal defense law as well as mentor the youth served.

Law Offices of Steven R. Decker

December 2009-March 2010

Assisted private counsel in representation of criminal defendants, including preparing for and co-counseling a first degree murder trial.

Cabrini Green Legal Aid (CGLA) and Law Offices of Daniel E. Radakovich Trinity Evangelical Divinity School (TEDS) and Lawndale Community Church

Compassion and Justice Internship

September 2009-December 2009

As part of the M.Div. internship program at TEDS, filed petitions for expungement, sealing, clemency, and health care waivers at CGLA, assisted private criminal defense lawyer, Dan Radakovich, in representation of criminal defendants, and met weekly with Senior Pastor of Lawndale Community Church to discuss founding the Lawndale Christian Legal Center.

Director of Youth Ministries

November 2005-October 2008

Long Grove Community Church, Long Grove, IL – Lead the junior high and high school youth group program, including weekly worship services, preaching, discussions, games, small groups, retreats, social events, and mission trips.

Youth Director and Sexton

January 2003 – October 2005

St. Peter United Church of Christ, Lake Zurich, IL – As Youth Director, lead the high school youth group program, including weekly worship services, preaching, discussions, games, small groups, retreats, social events, and mission trips. As Sexton, responsible for watering landscape, opening and locking doors, and setting up for church events.

Judicial Clerkship

August 2000 - August 2002

The Hon. Edward W. Nottingham, U.S. District Court for the District of Colorado, Denver, CO
Researched and drafted Court Orders on civil motions for summary judgment and motions to dismiss
and criminal motions to suppress evidence.

References:

Kaitrin Valencia, Circuit Court of Cook County 312-433-4413

Cynthia Williams, Sinai Community Institute 773-542-7317

Wayne Gordon, Lawndale Community Church 773-988-6389

Alyssa Copenhaver, Director of Social Services

Time commitment to RFP program: 100%

Lawndale Christian Legal Center, Chicago, IL 2012-Present

Director of Social Services

- Design and implement youth needs assessment and other program tools, including intake forms, Game Plans, and confidentiality agreements
- Recruit, train, and supervise team of youth advocates, mentors, tutors, graduate students in psychology, and social work interns providing services to youth
- Design and implement an incentive plan to sustain youths' continued access of need services
- Worked closely with the Director of Operations in designing program goals and evaluation methods
- Create and maintain a system of tracking social services data for all youth

Hope for Chicago, Chicago, IL 2011-Present

Regional Volunteer and Ministry Coordinator – Hyde Park

- Design and implement neighborhood Serving Schools Together initiative, including the establishment of partnerships at three schools
- Mobilize Holy Trinity Church Hyde Park congregation, currently engaging more than 60% of its congregants in the Serving Schools Together initiative
- Supervise School Leads, volunteers and school service projects
- Develop and launch new strategies for services addressing individual participant needs
- Create and maintain relationships with community partners
- Draft organizational policy documents and protocol procedures

Chicago Coalition for the Homeless, Chicago, IL 2011-2012

Community Organizer (Intern)

- Created training curriculum for in-district meetings across the state
- Participated in Reentry Committee; targeted messaging of leaders and helped establish new relationships with Chicago Housing Authority
- Supported the development of a state-wide advocacy network
- Assisted with lobby days in capital city, Springfield
- Conducted series of interviews with service providers and homeless leaders; prepared paper of findings

Heartland Alliance for Human Needs & Human Rights, 2010-2011

International Programs, Program Officer (Intern)

- Developed full Department of Human Rights and Labor (DRL) international grant proposal, including project design, \$500K budget, and multiple international organization partnerships
- Researched international regulations and application procedures
- Provided support for country directors
- Drafted programming resources and documentation
- Created Organizational Capacity Assessment tool for international use
- Reviewed various grant proposals

Salvation Army Evangeline Booth Lodge, Chicago, IL 2010-2011

Case Manager (Intern)

- Provided weekly case management for clients on case load
- Assisted with housing and employment applications and referrals
- Advocated for clients to obtain access to resources
- Conducted intake orientation and assessment for new clients
- Explored options for housing, employment, and education programs

Salt Ventures NFP, Sofia, Bulgaria 2008-2010

Samokov Director of Youth Programs

- Established Roma youth program from the ground up, expanding to more than 50 youth in less than two years
- Taught weekly classes, serving a variety of ages and ethnic groups
- Identified and developed indigenous leaders, who continue in leadership roles today
- Empowered stigmatized youth, coordinating drama performances and youth leadership roles
- Supported youth and families as they engaged in new experiences
- Raised funding for all program expenses; corresponded with donors
- Promoted the work through speaking engagements and written correspondence

Neal, Gerber & Eisenberg LLP, Chicago, IL 2002-2007

Accounts Payable Coordinator

- Received multiple promotions with increasing responsibility, moving from Filing Clerk to Billing/AP Clerk to Accounts Payable Coordinator within five years
- Coded and reconciled general ledger accounts
- Processed vendor payments & staff reimbursements
- Handled all billing processes for Bankruptcy department

References:

Teresa Cortas, Salvation Army Evangeline Booth Lodge 773-433-5728

Arthur Jackson, Hope for Chicago 773-208-3737

Shirley Jackson, Circle Urban Ministries 708-307-2608

Mentor Coordinator, Job Description:

Position: Mentor Coordinator

Reports to: Lead Attorney

KEY FUNCTIONS

The Mentor Coordinator works closely with the executive staff of Lawndale Christian Legal Center (LCLC) to mobilize mentor activities including mentor recruitment, mentor training, event planning, and identifying mentor needs and best practices. The Mentor Coordinator will also be available to meet with mentee-youth, and must possess an understanding of the complex environment in which LCLC's youth develop.

Typical duties and responsibilities are:

- Recruit mentors through developing relationships with churches, law firms, social groups, and other community service organizations.
- Assist in developing and strengthening mentor engagement with LCLC, through planning and implementing regular trainings and social activities.
- Track and support mentor activity, including managing mentor hours, budgets and reimbursements, and compiling activity reports.
- Facilitate mentor relationships with LCLC staff and youth by serving as key contact person and fielding inquiries.
- Support and facilitate mentor integration into youth's comprehensive support team.
- Coordinate court advocacy trainings with Lead Attorney. Coordinate psycho-social trainings with Director of Social Services.
- Draft and distribute internal and external newsletters, flyers, and other communications.

KNOWLEDGE, SKILLS, AND ABILITIES

- Must have strong relational skills and be able to communicate effectively with professionals, including lawyers, social workers, and other professionals.
- Organized and self-motivated; able to identify and implement priorities.
- Interested in working in an urban environment.
- PC-fluent, including ability to use MS Word, MS Excel, and MS Powerpoint. MS Access a plus.

EXPERIENCE AND EDUCATION

- Prior experience coordinating volunteers or teams and/or project planning, whether in school or professional setting.
- Experience in social work and working with teens.
- Familiarity with urban settings.

EXHIBIT 2

Schedule of Compensation

BUDGET DETAIL

Grant Proposal Amount Requested: \$ 36,000

The Proposer declares that it has carefully examined the Request for Proposal documents, the Proposal Forms, General and Special Conditions and Specifications identified as Document Number 13-53-090 for the Violence Prevention, Intervention And Reduction Grants, as prepared by Cook County and has become familiar with all of the conditions under which it must be carried out and understands that by submitting proposed pricing on these pages, Proposer waives all right to plead any misunderstanding regarding the same. Any category of expense not applicable to the budget may be deleted. Indirect costs are not allowable

Budget Detail

A. Personnel

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
Mentor Coordinator	100% FTE @ \$33K/yr	\$33,000

SUB-TOTAL \$ 33,000

B. Fringe Benefits

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

Name/Position	Computation	Cost
Mentor Coordinator	6.2% FICA x \$33K	\$2,046
Health care	BBBS rate for 1yr: \$954	\$ 954

SUB-TOTAL \$ ~~2,999~~ \$ 3,000

TOTAL PERSONNEL AND FRINGE BENEFITS \$ 36,000

C. Travel

Itemize travel expenses of project personnel by purpose. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved.

Identify the location of travel, if known. Travel for consultants will only be reimbursed for resources traveling from more than 50 miles outside of Cook County and shall be consistent with Cook County travel reimbursement policies. All travel shall be pre-approved by the Justice Advisory Council.

Purpose of Travel	Location	Item	Computation	Cost

TOTAL \$ N/A

D. Supplies

List items by type. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost

TOTAL \$ N/A

E. Other Costs

List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

Description	Computation	Cost

TOTAL \$ N/A

Budget Summary- When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds that will support the project.

Budget Category		Amount
A	Personnel	\$ 33,000
B	Fringe Benefits	\$ 3,000
C	Travel	\$ —
D	Supplies	\$ —
E	Other Costs	\$ —
	Grand Total	\$ 36,000

Contract No. 13-53-090F

EXHIBIT 3

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/26/2013

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).

PRODUCER Pearl Insurance 1200 E Glen Ave Peoria Heights IL 61616	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Columbia Casualty Company		31127
INSURER B: _____		
INSURER C: _____		
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		

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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Retro date: 05/10/2010	N	N	LAP 425556342	05/10/2013	05/10/2014	\$250,000 Per Claim/\$500,000 Aggregate \$1,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RFP No 13-53-090

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

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

N/A

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: _____

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

1530 S. Hamlin Ave.

Chicago, IL 60623

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

Yes: No: _____

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

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (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): N/A

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

N/A

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

COOK COUNTY 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 Laundate Christian Legal Center D/B/A: _____ EIN NO.: 27-2285007

Street Address: 1590 S. Hamlin Ave

City: Chicago State: IL Zip Code: 60623

Phone No.: 773-762-6381

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
N/A		

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

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

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] 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
N/A			

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

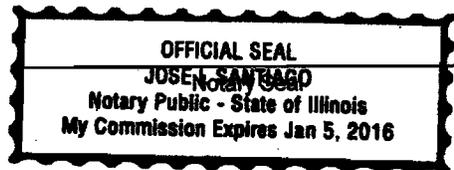
Jeannette Park Lee
Name of Authorized Applicant/Holder Representative (please print or type)
Att P Lee
Signature
info@lalc.net
E-mail address

Dir. of operations
Title
3/8/13
Date
773-762-6381
Phone Number

Subscribed to and sworn before me this 8 day of MARCH 2013

My commission expires: 1/5/14

x [Signature]
Notary Public Signature





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

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: Jeanette Park Lee Title: Dir. of operations

Business Entity Name: Lawndale Christian Legal Center Phone: 773-762-6381

Business Entity Address: 1530 S. Hamlin Ave. Chicago, IL 60623

NA 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. <u>NA</u>		
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.

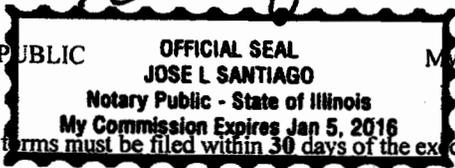
Jeanette Park Lee _____
Owner/Employee's Signature Date 3/8/13

Subscribe and sworn before me this 8 Day of MARCH, 2013

a Notary Public in and for Cook County

Jose L. Santiago
(Signature)

NOTARY PUBLIC SEAL



My Commission expires 1/5/16

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: N/A

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: N/A

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: N/A

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)

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: Laurelale Christian Legal Center

BUSINESS ADDRESS: 1530 S. Hamlin Avenue
Chicago, IL 60623

BUSINESS TELEPHONE: 773-762-6381 FAX NUMBER: 773-762-9121

CONTACT PERSON: Danae Kovac, Dir of Operations & Development

FEIN: 27-2285007 *IL CORPORATE FILE NUMBER: 16712-6A3-2

LIST THE FOLLOWING CORPORATE OFFICERS:

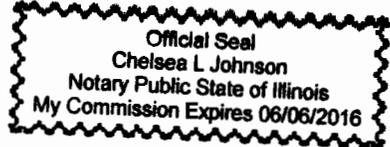
PRESIDENT: Wayne Gordon VICE PRESIDENT: Joseph Atkins

SECRETARY: Chelsea Johnson TREASURER: Chelsea Johnson

**SIGNATURE OF PRESIDENT: *Wayne Gordon*

ATTEST: *Chelsea Johnson* (CORPORATE SECRETARY)

Subscribed and sworn to before me this
24th day of June, 2013
X *Chelsea Johnson*
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 G. M.

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 18 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

13-53-090F

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 36,000⁰⁰
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUL 17 2013

APPROVED AS TO FORM:

Not required

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

COM _____