

**PROFESSIONAL SERVICES AGREEMENT**

**For**

**VIOLENCE PREVENTION, INTERVENTION AND REDUCTION GRANTS**

**CONTRACT NO. 13-53-090M**

**BETWEEN**



**COOK COUNTY GOVERNMENT**

**COOK COUNTY JUSTICE ADVISORY COUNCIL**

**AND**

**VICTORY APOSTOLIC CHURCH**

**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 Victory Apostolic Church, 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 August 1, 2013 ("**Effective Date**") and continue until June 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 \$125,000.00 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 \$125,000.00 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: Victory Apostolic Church  
20801 Matteson Avenue  
Matteson, IL 60443

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 manipulativeness
- 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.

## **South Suburban Violence Prevention Program**

### **Technical Proposal**

#### **I. Introduction**

The Violence Prevention, Intervention and Reduction Grant program proposed by Victory Apostolic Church (VAC) and the South Suburban Community Development Corporation (SSCDC) will operate out of Matteson, Illinois. Located in the Rich Township of Cook County, Illinois. We propose to refer to our program as the "South Suburban Violence Prevention Program" Our target communities include Markham, Harvey, Robbins, Calumet City, Chicago Heights, Dixmoor, Ford Heights, Matteson, Park Forest, and Richton Park, Illinois. However, we will not exclude anyone from any other community in Cook County.

These communities include some of the poorest suburbs of Cook County, and some of the hardest hit communities affected by the 2008 economic downturn in the State of Illinois. As a result, a high concentration of low - income individuals are found throughout south suburban Cook County. We believe that the Youth within these communities are disproportionately impacted by their plight. Therefore, we propose to offer a Violence Prevention Model for Youth between the ages of 16 and 24 years old. Our innovative model is designed to address five risk factors known to contribute to violence.

1. Drug and Alcohol Abuse
2. Bad Peers
3. Family/Parental Guidance
4. Education/Skills
5. Skills for conflict Intervention

## II. Program Design

Our program has five components:

1. Cognitive Behavior Therapy
2. Occupational Skills Training
3. Employment
4. Mentoring
5. Leadership Development

### a. Cognitive Behavior Therapy(CBT):

This discipline will be provided by one of VAC's ministries entitled, "Victorious Living".

This is a drug and alcohol abuse ministry that allows participants to "think about"

changing their behavior. Program participants will attend seminars that address topics

such as Faulty Thinking, Anger Management, Mental Health Topics, Affirmation, Proper

Parenting and Peer Selection. They will participate in small groups (group therapy.)

Students will also be allowed to participate in a twelve step program. This program is

based on the Alcoholics Anonymous 12 steps which includes the following topics:

1. We admitted we were powerless over alcohol - that our lives had become unmanageable.
2. Came to believe that a Power greater than ourselves could restore us to sanity.
3. Made a decision to turn our will and our lives over to the care of God *as we understood Him*.
4. Made a searching and fearless moral inventory of ourselves.
5. Admitted to God, to ourselves, and to another human being the exact nature of our wrongs.
6. Were entirely ready to have God remove all these defects of character.
7. Humbly asked Him to remove our shortcomings.
8. Made a list of all persons we had harmed, and became willing to make amends to them all.
9. Made direct amends to such people wherever possible, except when to do so would injure them or others.

10. Continued to take personal inventory, and when we were wrong, promptly admitted it.
11. Sought through prayer and meditation to improve our conscious contact with God *as we understood Him*, praying only for knowledge of His will for us and the power to carry that out.
12. Having had a spiritual awakening as the result of these steps, we tried to carry this message to alcoholics, and to practice these principles in all our affairs.

**b. Occupancy Skills Training:**

Program participants will receive skills training and credentials from the industry leading, nationally accredited curriculum provided by the National Center for Construction and Education Research. This component is entitled the Pre-Apprentice Painting and Drywall Program. Students are taught the “Core Curriculum”, which prepares them for any union or non- union based pre-apprentice or apprentice program or to pursue a trade besides what we teach. This curriculum includes Basic Safety, Introduction to Construction Math, Introduction to Hand Tools, Introduction to Power Tools, Introduction to Construction Drawings, Basic Communication Skills, Basic Employability Skills, and Introduction to Material Handling. They are also taught Level 1 Painting and Drywall. These modules include laboratory and performance evaluation components. Students will then receive classroom, laboratory (hands on) and field instruction (on the job).

Painting and Drywall is a trade that can be taught rather quickly and used to generate “hustle money”. This approach can be utilized immediately upon completing the program by entering into the “soft market” of doing work for friends and relatives. We offer this program in partnership with Prairie State College to ex-offenders, youth, the chronically unemployed, women, and veterans and have had tremendous success in convincing program graduates that this approach is a viable option to selling drugs on the street corner.

**c. Employment/Education:**

Operation H.E.L.P., Inc. is collaborating with us to provide the following services.

1. Employment Placement Services

South Suburban Community Development Corporation will provide the following services

1. Post – Program assessment of each participant’s college and employment readiness skills.

2. Students without a high school diploma will be encouraged to enroll in a GED program and consider other academic pursuits.

3. Work Readiness and Career Exploration Services

**d. Mentoring:**

Our mandatory mentoring program will allow the students to be mentored individually or through a group.

1. One on One Mentoring: VAC members will provide at least 1,300 volunteer hours to mentor program participants. All mentors will undergo background and drug test, and participate in mentoring training classes conducted by VAC. Mentors and mentees will be matched and required to establish a Mentoring Plan which will be reviewed and approved by the Program Manager. A weekly activity report will be submitted to the Program Manager. Potential activities include: Brotherhood Day of Service, where men of the church volunteer to assist in repairing homes for the needy and Habitat for Humanity, Women’s Peer & Support Networks, (Designed to for women according to their age grouping, i.e. 18-25, 26-35, 36-45, 46-55, 56-69 and 70+ years young.); Heart to Heart Mentoring; Young Ladies of R,U.T.H

or serving meals to the needy, participating in the annual bike ride, golf outing, barbeque, car show, Thanksgiving Skate Party, or the quarterly Friday evening Men Mentoring Men event.

2. Group Mentoring: This is where students can join VAC sponsored activities including basketball and baseball program which is affiliated with the Matteson, Illinois Athletic League or take Kung Fu Lessons.

**e. Leadership Development:**

SSCDC will use several best and promising practice models to facilitate participant leadership development. Leadership skills development is designed to help build confidence, team work and conflict resolution skills. *Take Charge* is a step-by-step service learning guide requiring youth input and leadership when identifying and solving a community problem. It facilitates the development of the basic skills and methods necessary to identify community problems, locate resources, and develop a plan that will be successful, satisfying, and fun to implement for youth. *Take Charge* was developed by the Constitutional Rights Foundation (CRF) a non-profit, non-partisan, community-based organization dedicated to educating America's young people about the importance of civic participation in a democratic society. Under the guidance of a Board of Directors chosen from the worlds of law, business, government, education, the media, and the community, CRF develops, produces, and distributes programs and materials to teachers, students, and public-minded citizens.

As a part of the leadership development process, the site supervisors allows participants to take a more active role in leading the projects, consequently participants will increasingly rely on leadership and teamwork to achieve work-experience tasks, this will

give them the confidence to continue to be leaders in future job careers.

### **III. Program Implementation**

The program is designed for (15) full time students over (2) eight (8) week semesters for a total of (30) students. The program will be offered Monday – Friday from 8-4. We intend to offer a, Fall, and Spring program beginning in the summer of 2013. We will begin promoting the program in July and offer the first program in August, 2013.

Construction training will be provided Monday-Thursday. Job Readiness and Leadership lessons are taught on Friday and Cognitive Behavior Therapy and Mentoring lessons delivered on Wednesday afternoon. Each student is required to take the Test of Adult Basic Education (TABE) prior to being placed in the program. The test results determine their grade level in the basic skills. We desire that students score at the seventh grade level. But contingent upon their attitude we will conditionally accept students. They will be required to be tutored by a mentor or another academic support group.

We have the flexibility to conditionally accept students because *our program is not a flunk out program.* Students can retake a module exam within 48 hours of failure. They can then take it again and again after 48 hours until they pass. They must also pass a drug test. Finally, each student must complete an interview with the instructors, program manager, and case manager.

*Instructor/Participant Ratio:* On site, a ratio of seven youth per supervisor will be maintained. An assistant or student leader will be utilized if we exceed this ratio.

*Tools/Uniforms:* In an effort to create more of a work simulated environment as Students transition training to the employment during the last two weeks of the program

they work on an actual worksite. We issue them tools and a uniform, which must be worn and utilized daily. We enforce strict standard employment procedures throughout the program. Our occupational classroom training site is at Victory Apostolic Church

located in Matteson, IL. Multiple classrooms exist where we can instruct and illustrate using laboratory simulation. Our field training includes Community Service Projects where prior to the start of each class we contact local not for profit agencies, municipalities, and commercial and residential property owners to solicit on the job training sites that are suitable for our program. This year we expect a LEED certified home developed by SSCDC to be one of our projects. Our selection criteria depend on whether the project will be a benefit to the community and will it enhance the educational experience of the students.

#### **IV. Recruitment:**

We have a very wide net of state and local resources available to insure that we will have sufficient youth in the South Suburban Violence Reduction Program. Firstly, the lead agency, Victory Apostolic Church, has nearly 700 members between the ages of 16-24. Some of the member or their friends and relatives may qualify. Public announcements and promotions will be made to the over 3,000 member congregation. SSCDC was recently approved as a diversion program for the Markham Court House and will refer youth. Additionally, the Illinois Department of Human Services will recruit program participants through their programs serving youth who are ex-offenders, homeless, or otherwise at-risk, and help provide ongoing support and follow-up for the youth referred. We will recruit residents of the Housing Authority of Cook County by establishing contact with the central office and branch offices and informing them of course offerings. We will recruit county court involved youth through our network of parole officer. Presently, on average approximately 10% of the students in our Prairie State Pre-Apprentice Painting Program were

referred by our parole officers familiar with our program. We will also develop a close relationship with the guidance counselors and principals of our local high schools.

#### **V. Community Benefits of Training;**

The south suburban communities of Chicago are some of the hardest hit communities from foreclosures in the state. These properties are often renovated and sold by individuals that live outside of the community. When asked why more residents from the community are not hired for positions other than laborer a common response is they can't find skill help. Our program will address this problem. We have discussed this problem with the Chicago Southland Community Development Collaborative and expect our program to be listed in their referral data base.

The primary mission of SSCDC is to build or renovate low to moderate income housing in the Southern Suburbs of Chicago. As we expand our portfolio we intend to be the largest employer of our graduates. It is also our desire that program graduates not only build and renovate housing in this community, but live and own property here as well.

The Southern Suburbs of Chicago are expected to have unprecedented construction activity over the next 5 years. Including the I57/I294 interstate interchange project, which has already begun; construction of a new South Suburban Airport; the Illiana Expressway Project; the CN Intermodal Site Development Project in Harvey and a huge casino is planned in Ford Heights, Illinois and the Joliet High Speed Rail Project. These projects will total nearly a billion dollars in construction related work in the very near future. By having young members who reside in the community trained and ready to secure this employment, there will be a dramatic improvement in the tax base, housing, and commercial viability of the communities. Also, youth unemployment is often associated with high levels of drug use, crime, and incarceration.

Therefore, we see this program benefiting the communities where the participants live in the following ways:

- Increased revenue generation from the income these participants will earn.
- Reduced violent and criminal behavior associated with youth poverty and unemployment levels.
- Increased levels of youth seeking secondary education opportunities.
- Decreased community cost associated with addressing youth social ills that result from youth not possessing employable skills.
- Skilled construction laborers for community housing and construction needs.

## **VI. Post-Program Placement and Follow-Up Services**

### **a. Assessment and Supportive Services:**

The post-program placement and follow-up services are designed to integrate into an overall participant support service that starts with enrollment and continues after the construction and cognitive behavior training has ended. We will address this aspect of the program in partnership with Governors State University(GSU) and Operation H.E.L.P. Inc.(HELP) . The steps in the participant support services process are the following:

### **b. College and Employment Readiness Assessment:**

Prior to graduation, students will meet with the case worker and our partner HELP to explore post-graduation options. For students interested in secondary education, the Case Worker will assist students in identifying viable school options, and helping students plan the necessary action steps to get enrolled in college. Counselors from Prairie State, South Suburban College and Governors State University will be invited to speak to students about the educational opportunities at each school. Additionally, trade union representatives will be invited to speak to the students. Students will receive training in resume and cover letter writing, interviewing

techniques, and pursuing job leads. While preparing for an interview, individuals are counseled on the types of questions to ask during an interview, the manner in which to conduct oneself, and how to handle questions that may arise regarding a disability. The staff and HELP will also work closely with employers, educating them about the job needs of the students, the skills the students have received, and to encourage hiring participants when they graduate.

**c. Post Program Planning and Communication and Retention**

Through our partner, Operation H.E.L.P., Inc. each candidate is required to:

1. Meet interview numbers, generated by our program as well as on their own efforts.
2. Meet with counselors on a weekly basis to review the process.
3. Attend mock interview sessions as needed.
4. Once employed, each candidate has to attend job retention classes

**VII. Partnership Management Ability:**

Victory Apostolic Church (VAC) and its executive staff have demonstrated capacity to manage multiple partners. Andrew D. Singleton Jr. is a C.P.A. and the C.E.O. of VAC. Prior to becoming C.E.O. he was the V.P. of Finance or C.F.O. for thirteen years for several large Not For Profit Organizations; including the Englewood Community Health Organization, The Community Mental Health Council, and the Westside Community Partnership. These organizations were the lead agency for multiple million dollar grants. Their role included providing training to program partners, managing all program components, providing administrative support to the program, coordinating the work of partners, monitoring program activities, post-program follow-up placement and services, gathering data, conducting program evaluations, and fiscal accountability. Additionally, VAC is the lead agency for the Victory Association and The Taste of Victory. Victory Association is a separate 501c3 organization. It

is an outreach ministry to pastors of small churches and leaders of other faith – based organizations. The Taste of Victory is also a separate 501c3 organization representing VAC's concerted effort to celebrate the unity between the churches, communities and business sectors located in the surrounding Southern Suburbs. This event is held the last Saturday in July at Colin Powell Middle School in Matteson, IL. In this capacity they provide training to the partners, provide administrative support, coordinate the work of the partners, monitor program activities, gather data and conduct program evaluations.

**Project Management Staff:**

**Andrew D. Singleton Jr., Founder-Chief Executive Officer:** Was the catalyst for the creation of VAC. He is a Certified Public Accountant, Certified Financial Planner, and has a Master's Degree in Divinity. He has 15 years' experience as either V.P. of Finance or C.F.O. for several Not for Profits in Chicago, including the Englewood Community Health Organization, The Community Mental Health Council and the Westside Community Partnership. Pastor Singleton is also the board chairman of SSCDC. Pastor Singleton will allocate 10% of his time to project.

**Tara Broussard, CPA, Accountant of Victory Apostolic Church,** over the last 16 years she has worked as a Financial Manager, Senior Accountant/Team Leader and Director of Accounting, Financial Advisor, and Corporate Tax Accountant. Ms. Broussard will allocate 20% of her time to project.

**Brenda Vernado, Pastor; Director Victorious Living Ministry:** Governors State University, B.A.; Loyola University, Social Services and Pastorial Studies, M.A.

**Hank Roberts, Founder-Chief Executive Officer, South Suburban Community Development Corporation:**

Hank Roberts is the President and CEO of SSCDC. He will serve as the Program Manager for

the program. He is uniquely qualified to function in this capacity. He has over 37 combined years of experience in the real estate industry and as a workforce training administrator, which includes 6 years as a training administrator, 17 years as president of a construction company, nearly 9 years in property management and 5 years as an accountant. He is a Master Trainer for the National Center for Construction and Education Research, a Certified Property Manager and past president of the Chicago Chapter of the Institute of Real Estate Management. He has an MBA and a Bachelor's degree in marketing and is studying to become LEED AP Home certified by June 30th . 2013.

SSCDC has successfully offered the Pre-Apprentice Painting and Drywall Program in Partnership with Prairie State College since the fall of 2011. We have completed three programs that trained 78 students. Our student composition included ex-offenders, veterans, women, the chronically unemployed, and youth. Our student completion rate averaged 90%, employment including students starting their own business and graduates completing their GED or pursuing additional educational pursuits was 65%

**Ronald Miller, Instructor**, B.S. Chicago State University; M.S. Education Administration Governors State University. Former Elementary School Principle. Painting and Drywall Professional since 1971. NCCER Certified Instructor.

**Tyrone Thomas, Instructor**, Washburne Trade School graduate apprenticeship program for comprehensive decorating. Painting and Drywall Professional. NCCER Certified Instructor

**Capacity to collect and manage data:**

Our partner , Governors State University (GSU) will provide data collection and program monitoring support consistent with the measurement needs and guidelines for the Violence Prevention, Intervention, and Reduction Grant . GSU has several decades of experience working with local businesses, local government, and social service agencies in a variety of capacities

through its Center Point business development and entrepreneurship program, and the research and Restorative Justice initiatives of its Criminal Justice Program. For example, Dr. James Coldren (the director of data collection and liaison services for this project) has managed and administered large-scale data collection and evaluation research projects over his 25 years of leadership in this area. He has served as a Deputy Director for the Harvard University Project on Human Development in Chicago Neighborhoods, which collected and analyzed data for over 100,000 households in Chicago over an eight-year period

## **VII. Partners**

The partners are Victory Apostolic Church, South Suburban Community Development Corporation, Governors State University, Operation H.E.L.P. , Inc., and the Illinois Department of Human Services. Program partners will take the following approach to collaborating to successfully implement the South Suburban Violence Prevention Program

**Victory Apostolic Church (VAC)** will administer the program and provide 2,000 hours of mentoring services. VAC's role will include providing training to program partners, providing administrative support to the program, monitoring program activities, and fiscal accountability.

Will provide 2000 hours of mentoring services

**South Suburban Community Development Corporation** will supervise all construction- training activities, provide service learning and leadership development activities to participants, provide work readiness, career exploration, and Post-Program assessment of college and employment services. coordinating the work of partners, provide post-program follow-up services, and gathering and manage the program data to lead agency.

**Governors State University** provide data collection and program monitoring support

**Operation H.E.L.P.** will provide employment placement services.

**Illinois Department of Human Services** will assist in outreach / recruitment of participants.

**Partnership Communication Strategy:**

Prior to beginning the program staff and staff of program partners will hold a planning meeting.

The purpose of the planning meeting is to:

- Discuss all components of the program.
- Discuss each partner's role and deliverables associated with each partner's participation.
- Review the program's timeline and key milestones.
- Discuss program monitoring.
- Discuss program evaluation.
- Review the program's budget and cost-matching strategies

**Desired Program Outcomes**

<p>Youth Skill Development: Social  Life  Employment  Leadership</p>	<p>Observing staff-client interaction and client-to-client interaction over time Surveying and interviewing staff/clients</p>
<p>Youth Behavior and attitude changes</p>	<p>Surveying and interviewing staff/clients Observing staff-client interaction and client-to-client interaction over time</p>
<p>Youth Employment and Job Retention</p>	<p>Surveying and interviewing staff/clients Collecting and analyzing data from HIRE Inc. on employment and job placement</p>
<p>Cessation/Reduction in Violent behavior among clients</p>	<p>Surveying and interviewing staff/clients</p>
<p>Youth Participation in programs and services</p>	<p>Observing program from training through implementation Monitoring client participation and program outcomes Collecting and analyzing client data Surveying and interviewing staff/clients</p>

**Commitment Letters:**

This program has state and local support. Including the Illinois Department of Human Services; State Senator Michael Hastings; Governors State University; Victory Apostolic Church; South Suburban Community Development Corporation and Operation H.E.L.P. Inc.. Memorandums of Understanding are attached along with Letters of Support.

## **Proposers Qualifications:**

Hank Roberts, founder and CEO of SSCDC, started the organization because he recognized that the youth growing up in Bloom and Rich Townships did not have either the technical or the soft skills necessary to either be hired or retain their jobs. SSCDC is a business-driven push to invest in the community, and a philanthropic endeavor to improve the community and its population.

**Fiscal Sponsor.** SSCDC is bolstered by the stability and strength of Victory Apostolic Church (VAC). Elder Andrew Singleton Jr. founded VAC together with seven families and twelve members, operating out of a former Ramada Inn in Harvey, IL beginning in 1996. By 1997, VAC had its own facility, with a membership of 100. From 1998 to 2005, Victory went through several renovations, including one costing \$1,000,000 in 2002. Sunday services increased from one to two to three by 2004. This exponential growth forced VAC to begin searching for land to handle its growth on a long-term basis. In 2005, VAC began a \$3 million capital campaign to build a \$16M new church in Matteson. By February 22, 2009, VAC had built a 2,500 seat sanctuary. Thirteen years from inception, the church membership has burgeoned from 12 members to over 2,500 members. As SSCDC's fiscal sponsor, VAC has an operating

budget of \$4,129,187.

VAC uses the ACS Technologies financial accounting software for accounting and reporting purposes. The software is specifically designed for use by faith-based organizations. ACS provides the capability of maintaining separate accounting databases, and thereby allows VAC to avoid mingling church funding with funding provided for church subsidiaries and affiliates.

In addition, VAC maintains an accounting advisory/consultant relationship with one of its members, who holds a Masters degree in accounting. VAC is audited by a third party annually, and the most recent audited financial statements are attached.

Meanwhile, SSCDC has contracted with NeighborScapes Consulting to track participant outcomes quarterly, at year end, and for three quarters after each participant graduates.

Technical support will be provided by Prairie State College as necessary.

Pastor Singleton also has 15 years experience as either V.P. of Finance or C.F.O. for several NPOs in Chicago, including the Englewood Community Health Organization, The Community Mental Health Council and the Westside Community Partnership. Pastor Singleton is also board President of SSCDC. Gwen Benton, Director of Finance of Victory Apostolic Church, was previously V.P. of Internal Audits for ABN AMRO bank.

**Program Evaluation Proposal**

for

**Cook County Violence Prevention and Intervention Program**

**South Suburban Community Development Corporation**

by

**James R. "Chip" Coldren, Jr., Ph.D.  
Director, Office of Sponsored Programs and Research  
Professor of Criminal Justice  
Academic Program Coordinator – Criminal Justice MA Program &  
Interdisciplinary Leadership Doctorate Program  
Governors State University**

**Nakee Holloway  
Criminal Justice Graduate Student**

**&**

**Shaniqua Jones  
Criminal Justice Graduate Student**

**Intended use and users**

The principle collaborators in this program are the Victory Apostolic Church, South Suburban Community Development Corporation, HIRE, Inc, and Governors State University. Other audiences and interested stakeholders may include local policy makers, state legislative decision makers, program participants, and families of those impacted by violence.

The purpose of this evaluation is to measure and assess the implementation and operations of the youth anti-violence program described below. The evaluation will address the program's activities, processes, and structure in such a way that program leaders and administrators can make formative judgments about the program, improve program effectiveness, assess and improve program implementation, and make informed decisions about future programming.

**Program description**

The program is a collaborative effort between South Suburban Community Development Corporation, HIRE Inc, and Victory Apostolic Church, with Governors State University as the evaluation partner. The partnership of these entities focuses primarily on violence prevention interventions for at-risk youth in Cook County Illinois, and the delivery of direct services in behavioral health, education, employment, mentoring, leadership, and other relevant violent prevention strategies.

This new comprehensive program will consist of three 10-week semesters and will offer work skills and life skills training, as well as employment skills training to youth residents of Cook County at risk of involvement or already involved in violence. The work skills training will cover dry wall installation and painting; life skills training will include but are not limited to: anger management, conflict intervention, drug and addiction issues, self-awareness, self-management, and other skills. Employment preparation skills offered will include: resume preparation, skills assessment and improvement, goal setting, and gaining and sustaining employment. Additionally, the program will offer a job placement component through HIRE, Inc., and mentoring and other supportive services through Victory Apostolic Church.

**Evaluation focus**

The research team will employ the Utilization Focused Evaluation approach for this research project. Utilization Focused Evaluation is a form of program evaluation conducted "for and with specific, intended primary users for specific, intended uses (Patton, 1997, p. 23)." The focus of this form of evaluation is to engage potential intended users in the evaluation process, so that there is a greater likelihood that the products of the evaluation will be used. The collaboration between stakeholders (intended users) and evaluators will enhance shared understandings about program activities and goals, and provide a focus for evaluation research activities and products.

Utilization Focused Evaluation fosters relationships with all relevant stakeholders to promote the aforementioned evaluation objectives. Therefore, in addition to evaluating and assessing program components, the research team will work with the collaborating partners in this project on planning and implementation processes. The researchers will assist in the development of plans to ensure implementation processes are structured to produce desired program outcomes. Furthermore, the research team will provide follow-up to partnering agencies after the results are delivered.

The evaluation will focus on four goals: making judgments about program quality, improving program operations, ongoing program assessment and development, and developing information about program outcomes.

**Proposed Evaluation Questions:**

1. What is the definition and scope of the problem or issue, and how is the program or intervention delivered to address the problem?
2. How should the collaborating partners measure program outcomes?
3. Does the program quality exemplify the mission, goals, and objectives expected?
4. How can the program operations be improved to provide sustainability?

**Methods**

Assessment and evaluation of this program will deduce whether program activities are structured and implemented in a manner that effectively and efficiently delivers the desired results.

Methods used to evaluate and asses the program include:

- Surveying and interviewing staff
- Observing program from training through implementation
- Observing staff collaboration
- Observing client interaction
- Reviewing of program components and operations
- Collecting and analyzing client data

**Desired Program Outcomes**

Expected Program Outcomes	Program Evaluation Activities
<p>Youth Skill Development:</p> <ul style="list-style-type: none"> <li>• Social</li> <li>• Life</li> <li>• Employment</li> <li>• Leadership</li> </ul>	<ul style="list-style-type: none"> <li>• Observing staff-client interaction and client-to-client interaction over time</li> <li>• Surveying and interviewing staff/clients</li> </ul>
<p>Youth Behavior and attitude changes</p>	<ul style="list-style-type: none"> <li>• Surveying and interviewing staff/clients</li> <li>• Observing staff-client interaction and client-to-client interaction over time.</li> </ul>
<p>Youth Employment and Job Retention</p>	<ul style="list-style-type: none"> <li>• Surveying and interviewing staff/clients</li> <li>• Collecting and analyzing data from HIRE Inc. on employment and job placement</li> </ul>

Expected Program Outcomes	Program Evaluation Activities
Cessation/Reduction in Violent behavior among clients	<ul style="list-style-type: none"> <li>• Surveying and interviewing staff/clients</li> </ul>
Youth Participation in programs and services	<ul style="list-style-type: none"> <li>• Observing program from training through implementation</li> <li>• Monitoring client participation and program outcomes</li> <li>• Collecting and analyzing client data</li> <li>• Surveying and interviewing staff/clients</li> </ul>

**Reporting Plan**

The projected time frame for the evaluation of the Cook County Violence Prevention and Intervention Program is approximately 30 weeks. In addition, the evaluators will assess the program immediately preceding and following the actual intervention to evaluate the implementation and outcomes of the program. Therefore the total evaluation timeframe could potentially extend beyond 30 weeks. A final evaluation report will be disseminated to all relevant stakeholder/intended users. The formal report will provide an analysis of the implementation, structure, components, processes, and activities of the Violence Prevention and Intervention Program.

<u>Personnel</u>	<u>Budget</u>
<b><u>Salary</u></b>	
<i>James "Chip" Coldren</i>	<i>\$2,500</i>
<i>Graduate Assistant</i>	<i>\$5,000</i>
<i>Graduate Student</i>	<i>\$5,000</i>
<b>Total Salary</b>	<b>\$12,500</b>
<i>Fringe Benefits (35%)</i>	<i>\$4,375</i>
<b>Total Personnel and Fringe Benefits</b>	<b>\$16,875</b>
<i>GSU Facilities and Administrative Costs (31%)</i>	<i>\$5,231.25</i>
<b>Total Projected Budget</b>	<b>\$22,106.25</b>

Coldren, James R, Thome, J., Bynum, T. (1989) *Evaluating Juvenile Justice Programs  
A Design Monograph for State Planners*. Community Research Associates, Champaign, IL.

Patton, M.Q. (1997) *Utilization-focused Evaluation*, 3<sup>rd</sup> ed. Sage Publications, Newbury Park, C.A.

INTERNAL REVENUE SERVICE  
DISTRICT DIRECTOR  
1100 COMMERCE STREET  
DALLAS, TX 75242

DEPARTMENT OF THE TREASURY

Date: DEC 06 1986

VICTORY APOSTOLIC CHURCH  
C/O ANDREW D SINGLETON JR  
737 W. SUNSET DRIVE  
GLENWOOD, IL 60425

Employer Identification Number:  
36-4089135  
Case Number:  
366317022  
Contact Person:  
MS. Y. ABSTON  
Contact Telephone Number:  
(312) 886-6532  
Accounting Period Ending:  
August 31,  
Form 990 Required:  
No  
Addendum Applies:  
NO

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c) (3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a) (1) and 170(b) (1) (A) (i).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. This does not apply, however, if you make or have made a timely election under section 3121(w) of the Code to be exempt from such tax. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a) (1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a) (1) organization.

Letter 947 (DO/CG)

VICTORY APOSTOLIC CHURCH

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

In accordance with section 508(a) of the Code, the effective date of this determination letter is June 10, 1996.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your

VICTORY APOSTOLIC CHURCH

continued exemption, you should keep records to show that funds are expended only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), there should be evidence that the funds will remain dedicated to the required purposes and that they will be used for those purposes by the recipient.

If distributions are made to individuals, case histories regarding the recipients should be kept showing names, addresses, purposes of awards, manner of selection, relationship (if any) to members, officers, trustees or donors of funds to you, so that any and all distributions made to individuals can be substantiated upon request by the Internal Revenue Service. (Revenue Ruling 56-304, C.B. 1956-2, page 306.)

Since you have not indicated that you intend to finance your activities with the proceeds of tax exempt bond financing, in this letter, we have not determined the effect of such financing on your tax exempt status.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Bobby E. Scott  
District Director

**Hank Roberts**  
20325 Harding Avenue  
Olympia Field, Illinois 60461  
Home: (708) 679-6061  
Email: Southsuburbancdc@sbcglobal.net

---

**QUALIFICATIONS:**

- Self-motivated and works well without supervision
- Trained in low income housing finance, accounting, property and asset management, marketing, and construction.
- Skilled at developing and maintaining client relations.
- Able to perform multiple tasks while focusing on the main issue.

**EXPERIENCE:**

2010 - *South Suburban Community Development Corporation* Chicago, IL.  
**President/C.E.O.**

- Administrator of the financial and daily operations of the company.
- Responsible for strategic plan, site selection, project supervision and management.

1994 - 2010 *Rainbow Builders, Inc.* Chicago, IL.  
**President/Founder**

- Administrator of the financial and daily operations of company.
- Increased sales to 3 million per year.
- Project Manager for a total rehab of a 23 unit 3 story walk-up condo conversion building, the rehabilitation of a 7,000 sf daycare center and a 6,800 sf medical center, the construction of an addition and rehabilitation of a 3,000sf church, and new construction of a 6,000 sf administrative bldg....

1992 - 1994 *Rescorp Realty* Chicago, IL.  
**Executive Vice President**

- Administrator over the property management division including 3,000 low-income residential units and 6,000 sf of commercial space.
- Supervised 2 vice – presidents/ten site managers. Including budget and low income housing tax credit compliance.
- Secured property management contracts for over 500 apartment units.

1989 - 1992 *P.M. ONE* Chicago, IL.  
**Director of Acquisitions and New Business Development**

- Established regional office, hired and trained new on-site and administrative staff.
- Secured property management contracts for nearly 2,000 apartment units.

1987 – 1989 *New Frontier Management*  
**Asset Manager**

- Managed 2,000 unit REO portfolio for HUD/500 units low income/conventional housing
- Monitored regulatory compliance; secured operating and renovation contracts.

1985 – 1987 *Security Properties* Northbrook, IL.  
**Regional Director of Asset Management**

- Monitored operations of 4,000 low – income and conventional units and 300,000 sf of commercial space in 9 states. Includes recommendations for acquisition, disposition, and operations.

1981 – 1985 *New Frontier Developments* Chicago, IL.  
**Assistant to the Controller**

- Supervised accounting staff.
- Responsible for review and preparation of cost certification/annual audits of section 8 housing projects

---

**EDUCATION:**

2006 Urban Land Institute - Real Estate Development Certificate Participant  
1986 DePaul University – M.B.A. Finance Chicago, IL  
1986 Institute of Real Estate Management – Certified Property Manager Chicago, IL  
1979 Roosevelt University – B.A. Marketing Chicago, IL

**Awards/Honors:**

Certified Property Manager of the Year (1992) President, Chicago Chapter, IREM (1992)

**Victory Apostolic Church**

**Board of Trustees**

**March 22, 2013**

**Trustees**

Ronald Austin, Jr., JD

Isaac B. Greene, C.P.A., MBA

Deborah Hoyles, MSW, LCSW

E. Evelina Powers, M.D.

Douglas Thornton, M.Div.

Martin Stratton, Jr.

Steven Wright

Andrew D. Singleton, III

**EXHIBIT 2**

**Schedule of Compensation**

**REVISED BUDGET DETAIL**

Grant Proposal Amount Requested: \$ 125,000

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.

<b>Name/Position</b>	<b>Computation</b>	<b>Cost</b>

**SUB-TOTAL \$** \_\_\_\_\_

**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.

<b>Name/Position</b>	<b>Computation</b>	<b>Cost</b>

**SUB-TOTAL \$** \_\_\_\_\_

**TOTAL PERSONNEL AND FRINGE BENEFITS \$** \_\_\_\_\_

**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
<b>TOTAL \$</b>				

**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
<b>Instructional Materials</b>	<b>Paint/Drywall/tools</b>	<b>4,000</b>
<b>Testing Materials</b>	<b>TABE Books</b>	<b>1,400</b>
<b>Student Books</b>	<b>Leadership/Pre-Apprentice</b>	<b>4,500</b>
<b>Student Uniforms/tools</b>	<b>\$125 x 30</b>	<b>3,750</b>
<b>TOTAL \$</b>		<b>13,650</b>

**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 \$** \_\_\_\_\_

**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
<b>A</b>	<b>Personnel</b>	<b>\$ 24,798</b>
<b>B</b>	<b>Fringe Benefits</b>	<b>\$ 7,439</b>
<b>C</b>	<b>Travel</b>	<b>\$ 0</b>
<b>D</b>	<b>Supplies</b>	<b>\$ 13,650</b>
<b>E</b>	<b>Other Costs</b>	<b>79,113</b>
	<b>Grand Total</b>	<b>\$ 125,000</b>

## I. South Suburban CDC

### A. Administrative Cost:

#### Personnel Services:

Position	Monthly Salary	Total Months	%FTE	Total
President	\$6,666	4	50	\$13,332
President	\$6,666	2	20	\$2,666*
Admin Asst.	\$3,600	4	30	<u>\$4,320</u>
<b>Total Personnel</b>				<b>\$20,318</b>

#### Fringe Benefits:

30% of Personnel cost

\$6,095

#### **Total Administrative Cost**

**\$26,413**

\* Program Wrap Up Reporting

Office Expense: Rent (\$950 x 8) Phone (\$100x8) Utilities (\$150x 8)/50%

**\$1,650**

### B. Instruction Cost:

#### 1. Pre-Apprentice Program Instructors

First Two Wks.: \$39/hr. x 8/hr. x 8 days = \$2,496

Week Three - Six: \$30/hr. x 2 x 8/hr. x 16 days = \$7,680

Week 7 - 8: \$30/hr. x 2 x 8/hr. x 10 days = \$4,800

**Total** \$14,976

Times 2 sessions

\$29,952

2. Orientation (2interviews x 2 sessions x \$10 x 8 x 2x2)

\$640

#### **Total Pre-Apprentice Instruction Cost**

**\$30,592**

#### C. Life Skills Instruction

CBT Instruction (12 sessions x \$300) \$3,600

Mentoring Instruction (12 X \$300) \$3,600

Job Readiness Training (12x \$500) \$6,000

#### **Total Life Skills Instruction Cost**

**\$13,200**

#### **Total Instruction Cost**

**\$43,792**

### C. Instructional Materials/Supplies/Meals

Instructional Materials/tools (2 sessions)

\$4,000

TABE Testing - (\$15hr. x 4 inst. X 3 hr.) 75 appl. X 2 sessions

\$400

TABE Booklets - (\$135 Test @150(25/pack) = 6 x \$135 + \$62 Answer Sht.

+ \$76 locator) = \$948+\$152 tax shipping

\$1,000

Meals (\$6 x 18 x 5 days x 8 weeks) = (2 sessions)

\$8,640

Books (\$150 x 30 + \$50 x 30) - Leadership/Text

\$4,500

Uniforms (\$125 x 30)

\$3,750

Computer, power point projector

\$2,497

Mentoring events travel/meals/room rental

\$3,134

Transportation (10 ride x 2 = \$35 x 2mos x 2 sessions x 30 students)

\$4,200

Graduations (refreshments/speaker)

\$500

Marketing (Fliers/Promotional Mat.)

\$400

#### **Total Instruction Material/Supplies/Meals**

**\$33,021**

#### **Total Admin/Instruction/Material/Supplies/Meals**

**\$104,876**

**II. Victory Apostolic Church**

Personnel

Services:

Position	Monthly Salary	Total Months	%FTE	Total
Accountant	\$5,600	4	20	<u>\$4,480</u>
<i>Total Personnel</i>				<i>\$4,480</i>
Fringe Benefits:				
30% of Personnel cost				<u>\$1,344</u>
<b>Total Personnel Cost</b>				<b>\$5,824</b>

**III. Professional Services**

HIRE Inc. (job placement)(\$500 x 30 x .80% = 24 x \$500)	\$12,000
Governors State (program evaluation)	\$11,000
Bullock and Associates (insurance)	\$2,300
<b>Total Professional Services Cost</b>	<b><u>\$14,300</u></b>
<b>Total Cost</b>	<b>\$125,000</b>

Contract No. 13-53-090M

**EXHIBIT 3**

**Evidence of Insurance**

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
6/25/2013

**PRODUCER**  
INSURANCE SUPPORT SYSTEMS INC  
333 North Michigan Ave, Ste 901  
Chicago, IL 60601  
(312)831-4650

**INSURED**  
VICTORY APOSTOLIC CHURCH  
  
20801 MATTESON AVE  
MATTESON, IL 60443  
708-283-0383

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

INSURER A: ZURICH INSURANCE COMPANY  
INSURER B: TRAVELERS MUTUAL LIFE INSURANCE  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <b>A</b> <input checked="" type="checkbox"/> PASTORAL <input checked="" type="checkbox"/> PROFESSIONAL GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PPS 38345493	06-13-13	06-13-14	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <b>A</b> <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PPS 38345493	06-13-13	06-13-14	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <b>A</b> DEDUCTIBLE RETENTION \$	PPS 38345493	06-13-13	06-13-14	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <b>A</b>	WC42086919 03	04-25-13	04-25-14	WC STATU-TORY LIMITS   OTH-ER E L EACH ACCIDENT \$100,000 E L DISEASE - EA EMPLOYEE \$100,000 E L DISEASE - POLICY LIMIT \$500,000
	OTHER <b>A</b> BUILDING <b>B</b> BUILDING	PPS 38345493 PPS 38345493	06-13-13 06-13-13	06-13-14 06-13-14	\$13,621,700 MATTESON \$ 163,000 GLENWOOD

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
IT IS HEREBY AGREED AND UNDERSTOOD THAT COOK COUNTY, ITS OFFICIALS AND EMPLOYEES ARE ADDITIONAL INSURED AS THEIR INTEREST MAY APPEAR, REFERENCING RFP #13-53-090.

<b>CERTIFICATE HOLDER</b>  COOK COUNTY, ITS OFFICIALS AND EMPLOYEES	<b>ADDITIONAL INSURED; INSURER LETTER:</b> <input checked="" type="checkbox"/>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Frank R. Harris</i>
---	--	---

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

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

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

**Definitions.** Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

**"Affiliated Entity"** means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

**"Bidder," "Proposer," "Undersigned," or "Applicant,"** is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

**"Proposal,"** for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

**"Code"** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to [www.cookctyclerk.com](http://www.cookctyclerk.com), clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

**"Contractor" or "Contracting Party"** means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

**"EDS"** means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

**"Lobby" or "lobbying"** means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

**"Lobbyist"** means any person or entity who lobbies.

**"Prohibited Acts"** means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

**Section 1: Certifications.** Section 1 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 2: Economic and Other Disclosures Statement.** Section 2 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**Sections 3, 4, 5, 6: Execution Forms.** The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 3 is the form for a sole proprietor; Section 4 is the form for a partnership or joint venture; Section 5 is the form for a Limited Liability Corporation, and Section 6 is the form for a Corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Required Updates.** The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

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

## 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

---

---

---

**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:

---

---

---

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): \_\_\_\_\_

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

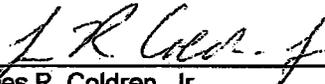
If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

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

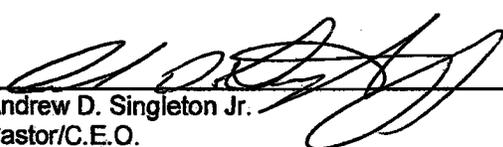
If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

**VIII. Effective Date And Signature**

This agreement becomes effective upon receipt of Cook County grant funds. The start of the program period and will remain in force until either of the parties terminates in writing. This agreement may be amended, modified, expanded, etc., as mutually agreed upon by both parties in writing.

  
\_\_\_\_\_  
James R. Coldren, Jr.  
Professor of Criminal Justice  
Director, Office of Sponsored Programs  
And Research  
Governors State University

3-20-13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Andrew D. Singleton Jr.  
Pastor/C.E.O.  
Victory Apostolic Church

3-20-13  
\_\_\_\_\_  
Date

# 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 Victory Apostolic Church D/B/A: EIN NO.: \_\_\_\_\_

Street Address: 20801 MATTESON

City: MATTESON State: ILLINOIS Zip Code: 60443

Phone No.: (708) 283-0383

**Form of Legal Entity:**

[  Sole Proprietor [  Partnership [  Corporation [  Trustee of Land Trust

[  Business Trust [  Estate [  Association [  Joint Venture

[  Other (describe) N/A

**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

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [ ] No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Declaration (check the applicable box):**

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

Victory Apostolic Church / Andrew D. Singleton Jr CEO

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

Title

*[Signature]*

Signature

3-20-13

Date

E-mail address

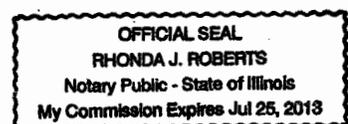
Phone Number

Subscribed to and sworn before me this 20<sup>th</sup> day of March 2013

My commission expires: 7-25-13

x *[Signature]*  
Notary Public Signature

Notary Seal



**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: Andrew D Singleton Jr Title: CEO

Business Entity Name: Victory Apostolic Church Phone: (708) 283-0383

Business Entity Address: 20801 MATTESON MATTESON, IL. 60443

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

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

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

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

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

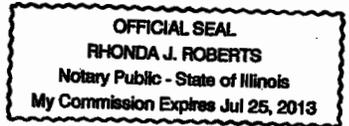
[Signature]  
Owner/Employee's Signature

3-20-13  
Date

Subscribe and sworn before me this 20<sup>th</sup> Day of March, 2013

a Notary Public in and for COOK County

Rhonda J Roberts  
(Signature)



NOTARY PUBLIC  
SEAL

My Commission expires 7-25-13

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

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

**SIGNATURE BY A SOLE PROPRIETOR**  
**(SECTION 3)**

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

BUSINESS NAME: \_\_\_\_\_

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

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

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

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

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

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

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

Subscribed to and sworn before me this

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

My commission expires:

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

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

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

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

BUSINESS NAME: \_\_\_\_\_

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

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

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

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

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

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

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

Subscribed to and sworn before me this

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

My commission expires:

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

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

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

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

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

BUSINESS NAME: \_\_\_\_\_

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

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

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

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

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

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

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

Subscribed and sworn to before me this

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

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

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

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

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

**SIGNATURE BY A CORPORATION  
(SECTION 6)**

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.

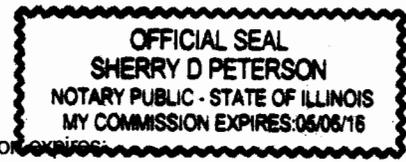
BUSINESS NAME: Victory Apostolic Church  
BUSINESS ADDRESS: 20801 MATHESON  
MATHESON, ILLINOIS 60443-2101  
BUSINESS TELEPHONE: (708) 283-0383 FAX NUMBER: \_\_\_\_\_  
CONTACT PERSON: ANDREW SINGLETON JR  
FEIN: 36-4089135 \*IL CORPORATE FILE NUMBER: N5890-391-4

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Elder Andrew D. Singleton, Jr. VICE PRESIDENT: ATTORNEY RONALD AUSTIN  
SENIOR PASTOR  
SECRETARY: PASTOR BRENDA VARNADO TREASURER: DR. ARLIS WITHERS

\*\*SIGNATURE OF PRESIDENT: [Signature]  
ATTEST: Brenda D Varnado (CORPORATE SECRETARY)

Subscribed and sworn to before me this  
25<sup>th</sup> day of June, 2013  
x [Signature]  
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 A. 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

13-53-090M

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 125,000<sup>00</sup>  
(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 \_\_\_\_\_