

**PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. 1341-13214**

BOND COURT EVALUATION PROJECT

BETWEEN



COOK COUNTY GOVERNMENT
JUSTICE ADVISORY COUNCIL

AND

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

PROFESSIONAL SERVICES AGREEMENT

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- Exhibit 1 Scope of Services and Schedule of Compensation
- Exhibit 2 Evidence of Insurance
- Exhibit 3 JAC Grant Agreement
- Exhibit 4 Economic Disclosure Statement (EDS) Forms

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 the Justice Advisory Council, hereinafter referred to as "County" and The Board of Trustees of the University of Illinois, a body corporate and politic organized and existing under the laws of the State of Illinois, doing business on its Urbana-Champaign campus through the Office of Sponsored Programs and Research Administration, 1901 South First Street, Suite A, Champaign IL 61820-7406, hereinafter referred to as "Contractor".

BACKGROUND

Contractor represents that it has the professional experience and expertise to provide the necessary services and further agrees 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 Using Department.

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

"**Subcontractor**" means any person or entity with whom Contractor contracts to provide any part of the Services, including Subcontractors and Subcontractors of any tier.

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 and Schedule of Compensation
- Exhibit 2 Evidence of Insurance
- Exhibit 3 JAC Grant Agreement
- Exhibit 4 Economic Disclosure Statement (EDS) Forms

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 Exhibit 1. The Services that Contractor must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Schedule of Compensation, 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 request revisions to 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 terminate 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. 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.

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 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 Exhibit 1. 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 and Schedule of Compensation.

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

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. Contractor's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Contractor must utilize minority and women's business enterprises at the greater of the amounts committed to by the Contractor for this Agreement in accordance with Section 1 of the Economic Disclosure Statement.

f) **Insurance**

Contractor must provide and maintain at Contractor's own expense, during the term of this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement. The parties acknowledge that coverage is not to be construed to insure the liability of others. By action of the Board of Trustees of the University of Illinois on June 9, 2011, the Program and Plan documents were amended to establish new limits of general liability of a maximum of \$1,000,000 per occurrence, \$3,000,000 annual aggregate and professional liability insurance with limits of a maximum \$1,000,000 per occurrence, \$3,000,000 aggregate. The Program and Plan documents are available on request. While the Program and Plan are in effect as of the date hereof, nothing contained herein shall be construed as precluding said Board of Trustees from modifying, revising, or canceling, in whole or part, the Program or the Plan; however, Contractor agrees to provide County with an advance 30-day notice in the event Program or Plan is canceled in whole or in part.

The University shall be responsible for the payment of worker's compensation and occupational disease benefits, if any is owed to University staff, if applicable, including but not limited to, wages, salary, health insurance and fringe benefits. Further, the University shall be responsible for the payment of worker's compensation and occupational disease benefits, if any is owed, to University staff, in the event of compensable injuries or illness sustained while University staff are assigned to the County pursuant to this Agreement. Contractor represents that it will maintain through its program of self-insurance, coverage equivalent to satisfy the aforementioned insurance limits .

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).

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.

(4) Professional Liability

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 5) 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.

- (3) 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.
- (4) 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.
- (5) 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.

- (6) 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. Any modification, deletion, alteration, or change will be made part of this Agreement by a written amendment signed by all parties.

g) Indemnification

Neither party to this Agreement shall be liable for any negligent or intentional acts or omissions chargeable to the other, unless such liability is imposed by law.

h) Confidentiality and Ownership of Documents

Contractor acknowledges and agrees that County's proprietary information provided by County to Contractor during the course of this Agreement ("County Confidential Information") is confidential and shall not be disclosed, or be used by Contractor in any way, whether during the term of this Agreement or any time thereafter, except solely as required in the course of Contractor's performance of services hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting the County and will not disclose any of County's proprietary nonpublic records, materials, or other data to any unaffiliated third party.

All documents, data supplied by the County, studies, reports, work product or product created as a result of the performance of services of this Agreement (the "Documents") shall be included in the Deliverables and shall be the property of the County. It shall be a breach of this Agreement for the Contractor to reproduce or use County Confidential Information, or reproduce or use any proprietary non-published documents data, or product obtained from the County for its own purposes or for that of any unaffiliated third party, except solely as required in the course of Contractor's performance of services hereunder. During the performance of the services herein, Contractor shall be responsible for any loss or damage to the Documents while they are in its possession, and any such lost or damaged shall be restored at the expense of the Contractor. Full access to the Contractor's work during the preparation of the Documents shall be available to the County to the extent permitted by law. In the event Contractor utilizes any of its own proprietary or confidential information in whatever form during the performance of duties under this Agreement, it must be clearly marked as such.

i) 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 Agreement. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Agreement documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

j) 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 Agreement, 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 Agreement, 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 Agreement.

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 Agreement. In the event the Contractor receives payment under the Agreement, 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.

k) Subcontracting or Assignment of Agreement or Agreement Funds

Once awarded, this Agreement 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 Agreement. The Contractor shall not transfer or assign any Agreement 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 Agreement, in whole or in part, or the unauthorized transfer or assignment of any Agreement 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 Agreement, 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 Agreement. 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 Agreement. Contractor shall incorporate into all subcontracts all of the provisions of the Agreement 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.

(l) Professional Social Services.

In accordance with 34-146, of the Cook County Procurement Code, all Contractors or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Contractor or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Contractor or provider to provide an annual performance report will be considered a breach of contract or agreement by the Contractor or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4: TERM OF PERFORMANCE

a) Term of Performance

This Agreement shall be in effect for twelve (12) months effective after proper execution of the Agreement by the County. Notwithstanding the forgoing, this Agreement may terminate earlier if all funds granted under this Agreement are exhausted or such date when the Contractor has fulfilled its obligations under this Agreement and all properly invoiced Consultant expenditures incurred under the Agreement have been paid by the County.

The County may also terminate all or any portion of this Agreement immediately in the event funding made available to the County under the JAC Grant Agreement attached hereto as Exhibit 3.

b) Timeliness of Performance

- i) Contractor must provide the Services and Deliverables within the term provided by Exhibit 3, JAC Grant Agreement (June 1, 2013-May 30, 2014). In the event the Services or Deliverables cannot be completed within that time frame, the Parties understand and agree that payments for Services and Deliverables performed or provided outside the term of the Grant shall be subject to approval by the Grantor.

c) Agreement Extension Option

There is not an option to extend this agreement. The parties understand and agree that extension of the term of the JAC Grant Agreement is a condition precedent to extending the term of this Agreement.

ARTICLE 5: COMPENSATION

a) Basis of Payment

The County will pay Contractor the amount not to exceed the total of Forty-Six Thousand One Hundred Twenty Four Dollars and Twenty-Two Cents (\$ 46,124.22) as provided in Exhibit 1 for the successful completion of services.

Approved expenditures consist of expenditures incurred by the Contractor to procure the items and/or services set forth in Exhibit 1 (the "Reimbursable Items"). The Contractor shall be responsible for procuring the Reimbursable Items in accordance with its own procurement procedures, provided that such procurement procedures are consistent with the guidelines set forth in the JAC Grant Agreement governing the use of the Grant funds. Except as expressly set forth in Exhibit 1 the County shall not be liable for the payment of incidental expenses relating to the Reimbursable Items.

The Contractor shall be entitled to submit reimbursement requests to the County only when the Contractor has become legally obligated to make the payment which is the subject of the reimbursement request. The submission of a reimbursement request constitutes a representation by Contractor that it has actually procured or provided the Reimbursable Items and/or, if the reimbursement request is being made in part or in full pursuant to contractor invoice(s), Contractor has reviewed and approved the contractor invoice(s) that are the subject of the reimbursement request.

b) Method of Payment

All invoices submitted by the Contractor shall be in accordance with the cost provisions according to the Scope of Services and Schedule of Compensation in the attached Exhibit 1. 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

The source of funds for payments under this Agreement is identified in Exhibit 1, Scope of Services and Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 1 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 Agreement. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

f) Price Reduction

[Intentionally Omitted].

- g) Contractor Credits**
[Intentionally Omitted].

ARTICLE 6: DISPUTES

Any dispute arising under the Agreement 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 Agreement 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. 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 Agreement 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 Agreement including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Additionally, The Contractor agrees to adhere to all provisions imposed upon the County under Exhibit 3 JAC Grant Agreement. Assurance of compliance with this requirement by the Contractor,, its 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) Representations and Certifications**

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

- i) agrees 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) agrees 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) agrees 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) agrees 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 Agreement 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
 - 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**
- i) In addition to the foregoing warranties and representations, Contractor agrees:

- (1) 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.
- (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) 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.

d) 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 agrees 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 Agreement that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) 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.

- iv) The Contractor further agrees 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
- v) 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.

e) 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 in accordance with Exhibit 1 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 revise Deliverables that were rejected as erroneous or unsatisfactory pursuant to Article III (b) within a reasonable time;
- (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.
- (f) Failure to comply with Section 7 in the performance of the Agreement.

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 terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- ii) The right to seek an injunction or any other appropriate equitable remedy;

- iii) The right to seek money damages;
- iv) The right to withhold the remaining or unpaid part of Contractor's compensation under this Agreement;
- v) 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 costs incurred after the effective date of termination is subject to approval by the Granting Authority and/or extension of the term of the JAC Grant Agreement attached as Exhibit 3. Payment for any Services actually 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 performed in accordance with Exhibit 1 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

[Intentionally Omitted]

e) Right to Offset

[Intentionally Omitted].

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 Agreement.

g.) Prepaid Fees

In the event this Agreement 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 thirty (30) 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 Agreement make modifications and amendments to the Agreement 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 Agreement provided that any such amendment does not extend the Agreement 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 Agreement beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Agreement 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 Agreement. Any modifications or amendments to this Agreement 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 Agreement.

d) Governing Law and Jurisdiction

This Agreement shall be governed by and construed under the laws of the State of Illinois, without reference to its conflicts of law provisions. Any claims against Contractor must be filed in accordance with the Illinois Court of Claims Act.

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
[Intentionally Omitted].

ARTICLE 11: NOTICES

All notices required pursuant to this Agreement 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 Agreement Number on all notices)

If to Contractor: The Board of Trustees of the University of Illinois
Office of Sponsored Programs and Research Administration
1901 South First Street, Suite A
Champaign IL 61820
Attn: AVCR/Director, OSPRA

If to Contractor :
(technical) University of Illinois
Institute of Government and Public Affairs
Center for Public Safety and Justice
2930 Montvale Drive, Suite B
Springfield, Il 62704
Attn: Dr. Laura Kunard

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.

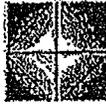
ARTICLE 12: AUTHORITY

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.

Contract No. 1341-13214
Bond Court Evaluation Project

EXHIBIT 1

Scope of Services and Schedule of Compensation



CPSJ

CENTER FOR PUBLIC SAFETY AND JUSTICE
INSTITUTE OF GOVERNMENT AND PUBLIC AFFAIRS
UNIVERSITY OF ILLINOIS

PROPOSAL

To: Office of Cook County Board President Toni Prockwinde,
Justice Advisory Council
From: Center for Public Safety and Justice, University of Illinois
For: Bond Court Evaluation Project
Scope of Work

Overview

In the last year, Cook County Central Bond Court has undergone changes; the proposal below aims to evaluate those changes with an eye toward effectiveness, cost efficiency, and relationship building. Dr. Laura Kunard will lead a small team of researchers to seek out answers to the following research questions:

1. Did the changes to Cook County Central Bond Court have an impact on the proportion of defendants receiving I-Bonds or electronic monitoring?
2. Did the changes to Cook County Central Bond Court have an impact on the amount of bond ordered by the court, i.e. a reduction in the amount of bond?
3. Did motions to reconsider have an impact on the proportion of defendants receiving I-Bonds or electronic monitoring?
4. Did motions to reconsider have an impact on the amount of bond ordered by the court, i.e. a reduction in the amount of bond?
5. Have the recent changes to Cook County Central Bond Court positively affected relations among defendants, public defenders, and investigators? Have the new processes and procedures built trust among courtroom actors?

Research Protocol

In order to answer the research questions set out above, this study will take place over a period of 12 months and will consist of multiple parts. Please note that this research protocol will be subject to the University of Illinois at Chicago's Institutional Review Board (IRB) process and the study will commence in earnest only after approval has been obtained.

Part 1 Quantitative - Part 1 of this project aims to answer research questions 1-4 (above) by analyzing existing data sources to which the researchers will have access. The research design proposed here involves data retrieval from public defender and court files over three (3) two-week periods throughout the 12-month project period at approximately 3-month intervals. It is projected that the first two-week data collection period will occur during month 2, the second period at month 6, and the third at month 9. During each two-week period, researchers will record data and information relevant to answering research questions 1-4, such as case outcome (type of bond and conditions of release), pretrial services

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risk assessment scores, demographic information about defendants (such as identifying numbers assigned to arrestees, age, gender, and, if apparent, mental illness, victim status). The study will focus on data points currently being collected by the Cook County Public Defender's Office as they track each defendant: (1) their charge(s); (2) the bond hearing outcome; and (3) when they were released from custody. All data will be collected in cooperation with and with assistance from the courtroom public defenders. Data collected during the first two-week period will be compared to data collected during the second two-week period as well as the third. All newly collected data will be compared to baseline "pre-reform" data on case outcomes. As the study progresses, data analysis will be made available to the JAC.

Part 2 Qualitative - Part 2 of this project aims to answer research question 5 (above) regarding the level of trust between defendants, public defenders and investigators. Research indicates that measures of procedural justice are an excellent proxy for building trust.¹ Procedural justice refers to the idea of fairness in the processes that resolve disputes and allocate resources. It concerns the fairness and the transparency of the processes by which decisions are made. Part 2 will aim to measure procedural justice through structured interviews with defendants going through bond court. The brief interview schedule will include questions about the primary tenets of procedural justice, which include processes vs. outcomes, fairness, voice, consistency in rule application, transparency of process, and impartiality. The interviews will take place during the same two-week periods as the quantitative data collection as outlined in Part 1, above.

During the same two-week periods as outlined above, researchers will also conduct participant observations of courtroom proceedings, making notes for later qualitative analysis toward answering research question 5 more fully, taking into account the interactions among courtroom actors as cases and dispositions occur in real time and rapid succession.

Summary of Project Staff

This project will be directed by criminologist Laura Kunard, Ph.D. A graduate research assistant will be employed through the university's Chicago campus for assistance with quantitative and qualitative data collection over the 12-month project period. This project will also benefit from a highly experience data analyst, who will assist with quantitative analysis and an IGPA public policy expert, who will assist with data collection, analysis, interpretation and conclusions.

Research protocol limitations

- Crime and arrest patterns vary seasonally, and while collection data and three distinct points of time during a 1-year project period may help to alleviate that concern, their influence on the study's outcome cannot be fully protected from this factor.
- The success of this evaluation study depends in large part upon the quality of and access to data provided to the researchers via the Public Defender's office. Researchers not receiving data in a timely manner will be a threat to the project's validity.

¹ Tom R. Tyler, *Public Trust and Confidence in Legal Authorities: What Do Majority and Minority Group Members Want for the Law and Legal Institutions?* 19 BEHAV. SCI. & L. 215 (2001)

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About the Center for Public Safety and Justice

The Center for Public Safety and Justice (CPSJ) is a dynamic academic unit at the University of Illinois with a mission of promoting public safety as a philosophy and practice for all members of a community. CPSJ is a study center located within the *Institute of Government and Public Affairs* (IGPA) at the University of Illinois; IGPA is a public policy research organization based in all three University of Illinois campus cities (Urbana-Champaign, Chicago, and Springfield). IGPA's mission is to improve public policy and government performance by producing and distributing cutting-edge research and analysis; engaging the public in dialogue and education; and providing practical assistance in decision making to government and policymakers. For more information: www.igpa.uillinois.edu.

Total Project Cost: \$46,124

Project Period: 12 months from project start date (TBD)

Please see attached budget for details

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CATEGORY	Annual Salary	FTE	Totals
PERSONNEL			
Laura Kunard, Director CPSJ	114,433	10%	11,443.30
Graduate Research Assistant, Chicago	29,130	50%	14,564.87
Susan Patterson, Business Manager	57,974	3%	1,449.35
Ellen DeHeve, Account Technician	32,584	3%	814.60
IGPA Public Policy Expert 5 days at \$450/day	2,250	100%	2,250.00
TOTAL PERSONNEL			30,522.22
BENEFITS			
Professional @ 42.60 (CPSJ Director and IGPA Policy Expert)			5,893.35
Professional @ 64.13% (All Other Personnel)			1,225.48
Graduate Research Assistant @3.16%			458.80
TOTAL BENEFITS			7,617.62
TRAVEL			
			0.00
TOTAL TRAVEL			0.00
SUPPLIES			
Consumable Office Supplies @\$8 per month x 12 months			96.00
TOTAL SUPPLIES			96.00
CONSULTANTS AND CONTRACTS			
Quantitative Data Analyst @ \$300/day for 10 days			3,000.00
Office Facility Rental for the Chicago office			360.00
TOTAL CONSULTANTS AND CONTRACTS			3,360.00
OTHER COSTS			
Utilities (Gas/Electric) \$24/month			288.00
Telephone \$15/month			180.00
TOTAL OTHER COSTS			468.00
TOTAL DIRECT COSTS			41,963.84
INDIRECT COSTS (10%) (less office facility rental)			4,160.38
TOTAL COSTS			46,124.22

Contract No. 1341-13214
Bond Court Evaluation Project

EXHIBIT 2
Evidence of Insurance

UNIVERSITY OF ILLINOIS
LIABILITY SELF-INSURANCE PLAN

September 6, 2007

ARTICLE I

Definitions

As used herein:

1. The term "Plan" shall mean the University of Illinois Self Insurance Plan.
2. The terms "University", "Employer", and "Board" shall mean The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois.
3. The term "Injury" shall mean physical damage to or destruction of tangible property, bodily or mental injury, sickness or disease, including death, to which the Plan applies and resulted from an "Occurrence" in the conduct of University business. The term "Injury" shall not be deemed to mean intentional torts.
4. The term "Personal Injury" means damages to which the Plan applies sustained by any person or organization and arising out of one or more of the following committed in conduct of University business.
 - A. false arrest, detention or imprisonment, or malicious prosecution
 - B. the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy
 - C. wrongful entry or eviction, or other invasion of the right of private occupancy
 - D. sexual harassment, humiliations, or discrimination
 - E. infringement of copyright, title, or slogan
 - F. plagiarism, piracy, or unauthorized use of materials
 - G. advertising, broadcasting, telecasting, or publishing activities
 - H. unfair competition
 - I. false or improper service or process
 - J. violation of property rights
 - K. violation of civil or constitutional right
5. The term "Damages" shall mean any monetary consideration approved under the Plan for payment to a claimant or the amount of a final judgment awarded to a claimant by a court of competent jurisdiction, including but not limited to money, services, and waiver of amounts payable from patients and others who receive University services, but excluding payments of back pay for service rendered, fines, monetary penalties, costs of cleaning up contaminated sites, and payments which are contrary to public policy.
6. The term "Occurrence" shall mean any incident or accident while the Plan is in effect, including continuous or repeated exposure to conditions, which results in an "Injury" or "Personal Injury" not expected or intended from the standpoint of the covered person.

7. The term "University Service" shall mean a service, or series of related services (including health care), performed directly for a person or organization by the University or by a member of the Board, Officer of the Board, Employee, or Agent of the University, while acting within the scope of his or her University duties.
8. The term "Claimant" shall mean any person, organization, corporation, or unit of government making claim against a covered person on a cause of action which resulted from an occurrence or arose out of the rendering of or failure to render University Service.
9. The term "Covered Person" shall mean any person or organization designated in the Covered Persons provisions of the Plan.
10. The term "Member of The Board" shall mean an individual member or former member of The Board of Trustees of the University of Illinois who at the time of an "Occurrence" or rendering of or failure to render "University Service" was acting within the scope of his or her duties in that office.
11. The term "Officer of the Board" shall mean a President of The Board, Secretary of The Board, Treasurer of The Board, Comptroller, or University Counsel who at the time of an "Occurrence" or the rendering of or failure to render "University Service" was acting within the scope of his or her duties as such officer.
12. The term "Vice President" shall mean the Vice President/Chief Financial Officer and Comptroller.
13. The term "Employee" shall mean a person, who at the time of an "Occurrence", or the rendering of or failure to render "University Service", was employed by "Employer" and acting within the scope of his or her University duties.
14. The term "Agent" shall mean any student, volunteer worker, visiting faculty, or University Committee Member who at the time of an "Occurrence", or the rendering of or failure to render "University Service" was acting on behalf of the University and within the scope of duties assigned to him or her by the University.
15. The term "Contracting Party" means any firm, corporation, association, unit of government, or person with which the University enters into a written agreement for (i) the use of property or the performance of any function, service, or act, and (ii) the allocation or sharing of liabilities and damages resulting from the performance of such agreement.
16. The term "Registered Organization" shall mean those incorporated and unincorporated student, staff, and faculty organizations which have been registered with the appropriate University office in accordance with University regulations.
17. The term "Service Company" shall mean a commercial company engaged by the Employer to perform claim investigations, loss control, and other services on behalf of the Plan.
18. The term "Fund" means any account or fund established by the Board for the purpose of funding expenses or claim payments incurred in the operation of the Plan.
19. The "Plan Territory" shall be anywhere in the world where the University teaches, conducts research, or provides public service.

ARTICLE II

Effective Date

The effect date of the Plan is August 1, 1976

ARTICLE III

Covered Persons

Each of the following is a Covered Person under the Plan to the extent set forth below:

1. The Employer
2. Officers and Members of The Board
3. Employees
4. Agents
5. Contracting Party, but only as specified by written agreement with the University.

ARTICLE IV

Coverage Statement

The Employer, based on the provisions of the Plan and subject to its limitations, will pay on behalf of the Covered Person all damages to which this Plan applies, which the Covered Person shall become legally obligated to pay for a claim first made while this Plan is in effect:

1. because of injury or personal injury caused by an occurrence, or
2. because of injury or personal injury arising out of the rendering of or failure to render University Service

The Employer shall have the right and duty to defend any suit seeking such damages against the Covered Person, even if any or all of the allegations of the suit are groundless, false, or fraudulent, and may make such investigation and such settlement of any claim or suit as it deems expedient, but the Employer shall not be obligated to pay any claim or judgment or to defend any suit after the applicable Plan Fund has been exhausted by payment of judgments, settlements, and expenses.

In the event that any Covered Person elects to employ his own legal counsel (see Article VI below) and declines legal counsel provided by Employer, there is no obligation under the Plan to pay any sum (including judgment and legal fees) such Covered Person may become legally obligated to pay.

If the Covered Person shall refuse to consent to any settlement recommended by the Vice President and shall elect to contest the claim or continue any legal proceedings in connection with such claim, then the Plan's liability for the claim shall not exceed the lesser of the limit of Article IX or the amount for which the claim could have been settled including costs, charges, and expenses incurred up to date of such refusal.

ARTICLE V

Exclusions

The Plan does not apply:

1. to any obligation for which the Employer or any carrier as its insurer may be held liable under any workers' compensation law, occupational diseases law, unemployment compensation law or disability benefits law, or under any similar law.
2. to any obligation for which the Employer may be held liable under any breach of contract, claim, or suit.
3. to an obligation payable under the State Self-Insured Motor Vehicle Liability Plan.
4. to any Occurrence, University Service, or obligation which is within the provisions of the Federal Tort Claims Act as provided in 38 USC 4116 or is payable by the United States under any federal legislation or program.
5. to the physical damage to or destruction of tangible property owned by or leased to the University.
6. to liability assumed by a Covered Person in guaranteeing the result of any service.
7. to liability and damages arising out of any activity of a Registered Organization.
8. to liability and damages arising out of any activity of a Volunteer Organization unless they are a Covered Person pursuant to Article III, Item 5.
9. to liability and damages caused intentionally or resulting from any dishonest, fraudulent, or criminal statement, act, or omission.
10. to liability and damages arising from the rendering of emergency aid and assistance not in the scope of University duties.
11. to liability incurred by a Covered Person arising from the performance of services for fees, compensation, or profit which are derived or intended to be derived from a source other than the Employer.
12. to liability and damages arising from the failure of corporate stock to perform as represented by a Covered Person or arising from the investment or non-investment of funds.
13. to liability and damages assumed by a Member or Office of the Board, Employee, Agent, or Contracting Party under any contract.
14. to liability, damages, or financial obligations arising under any law, regulation, administrative order, or court order for the cleanup of a landfill or other contaminated site.

ARTICLE VI

Legal Services

The furnishings of all legal services, including investigations, claim management, and legal defense, shall be the responsibility of the Employer through its University Counsel provided the Covered Person delivers summons and complaint to the University Counsel no later than 15 days after service of process. Required legal services may be provided by the University Counsel and his staff or by outside legal counsel or a "Service Company" as the University Counsel deems necessary.

In the event that the Covered Person elects to employ his own legal counsel to assist the University Counsel or counsel hired by the University Counsel such employment of legal counsel shall be at the personal expense of the Covered Person, and Employer and its University Counsel shall retain the right to make all decisions in regard to the defense of the claim or suit.

ARTICLE VII

Claims Adjustment

The Vice President, with advice of University Counsel, is responsible for the claim payments, denials, and settlements. Payments for settlements from the Plan Funds which exceed the Vice President's authorization established by The Board shall be submitted to The Board for prior approval. The Vice President may utilize a "Service Company" in addition to University personnel in performing his responsibilities.

ARTICLE VIII

Payment of Claims and Suits

Claims arising from operations of the University hospital, clinics, infirmaries, and dispensaries are payable from the Hospital Professional and General Liability Fund. Professional liability claims against Covered Persons who are involved in the medical care of people are payable from the Medical Professional Liability Fund. Other professional liability claims and general liability claims are payable from the Public Liability Fund. Claims for violation of civil and constitutional rights are payable from the Board Legal Liability Fund.

Moneys may be transferred between the Funds as may be necessary for the payment of claims which are payable from any Fund.

If the balance of the Plan Funds is not sufficient to pay all expenses, final judgments, and executed settlements, claim payments will be made in the order that final judgments and executed settlements become payable, without regard to claim reserves previously established, date of incident, date of claim demand, or date suit was filed. If final judgments which are entered simultaneously exceed the Plan's limit of liability, the Plan's limit of liability shall be apportioned pro rata to those simultaneous judgments. Any deficiency in Plan Funds which would not permit full payment of any claim or suit judgment shall not impose any liability on the Employer.

ARTICLE IX

Limit of Liability

1. Except as provided in Item 2 of this Article, the University shall not pay from Plan Funds more than five million dollars (\$5,000,000) as damages for all covered claims or suits:
 - A. that result from one Occurrence, or
 - B. that result from the rendering of or failure to render a University Service to any one person or organization.

This is the maximum amount that the University will pay regardless of the number of covered persons, claims made or suits brought, or persons or organizations making claims or bringing suits.

2. For medical professionals, the maximum amount payable from Plan Funds will be any applicable medical professional liability self-insured retention under any program of excess medical insurance purchased by the University as damages for all covered claims or suits:
 - A. that result from one Occurrence, or
 - B. that result from the rendering of or failure to render a University Service to any one person or organization

This is the maximum amount that the University will pay regardless of the number of covered persons, claims made or suits brought, or persons or organizations making claims or bringing suits.

3. The Plan's Limit of liability for each claim made or suit brought before July 1, 1992 shall be the balance of the Plan Funds at the time of execution of settlement or entry of final judgment less obligations of the Funds incurred through settlements previously executed and final judgments previously entered.
4. Notwithstanding Items 1, 2, and 3 of this Article, the Limit of Liability shall not exceed any constitutional, statutory, or other legal limitation imposed upon the University in the payment of funds for such purposes. The Plan's Limit of Liability shall not in any case exceed the balance of the applicable Plan Funds at the time of execution of settlement or entry of final judgment, less obligations of the Plan Funds incurred through settlements previously executed and final judgments previously entered.

ARTICLE X

Plan Funding

The Plan will be financed under the following guidelines:

1. The funding of the Plan shall be determined by the Vice President with the advice of an independent actuary contracted by the Employer.
2. The Vice President shall ascertain appropriate funding levels for the payment of actuarially projected costs of claims and expenses of the Plan, including the costs of administration, claims adjustment, the purchase of commercial insurance, and legal defense.

3. The Vice President shall inform The Board of the recommended level of funding, as determined above, and shall transfer the proper amounts to accounts or Plan Funds.
4. The Vice President shall assess University units on an equitable basis for contributions to the Plan Funds.

ARTICLE XI

Fund

1. The Plan Fund(s) or accounts shall exist as long as any claim or expense payable under the Plan, or any amendments adopted thereto prior to its termination, is outstanding and may become payable from said Fund(s). The money deposited in the Plan Fund(s) shall be used solely for the purpose of payment of such claims and expenses and shall not be subject to diversion for any other purpose so long as the Plan shall be in effect.
2. The Plan Fund(s) shall be the sole source of all payments made pursuant to the Plan and in no circumstance shall any other funds of the Employer, any Officer or Member of The Board of Trustees individually, any Employee, or any other Covered Person be liable or responsible for payment of any Plan obligation.

ARTICLE XII

Miscellaneous Provisions

1. **Covered Person's Duties in the Event of Occurrence, Claim, or Suit**

A Covered Person shall submit to the University Counsel or designee at the earliest reasonable time following an occurrence, statement, act, or omission which might result in a claim under the Plan, a written notice containing particulars sufficient to identify injured person(s), covered persons, witnesses, and the time, place, and circumstances of occurrence or University service.

If claim is made or suit is brought against a Covered Person, the Covered Person shall, not later than 15 days after receipt, forward to the University Counsel every demand, notice, summons, or other process received by him or his representative.

The Covered Person shall cooperate with the Employer and, upon the Employer's request, assist in making settlements, conducting suits, and enforcing any right of contribution or indemnity against any person or organization who may be liable to the Covered Person because of injury or damage with respect to which coverage is afforded under the Plan; and the Covered Person shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Covered Person shall not, except at his own cost, voluntarily make any payment, assume any obligation, or incur any expense.

Failure of the Covered Person to cooperate with the Employer or give any notice required under the Plan or deliver summons and complaint to the University Counsel not later than 15 days after service of process shall constitute a waiver of the coverage provisions provided by the Plan.

2. **Action Against Employer Under the Plan**

No action shall be brought or maintained against the Employer under the Plan unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of the Plan, nor until the amount of the Plan's obligation to pay shall have been finally determined either by final judgment against the Covered Person or by written agreement of the Employer and the Claimant.

No person or organization shall have any right under the Plan to join the Employer as a party to any action against the Covered Person to determine the Covered Person's liability, nor shall the Employer be impleaded by the Covered Person or his legal representative. Nothing in the Plan shall be construed as a waiver of any governmental immunity or legal remedy or defense of the University, any Officer or Member of The Board, Employee or Student of the University.

3. **Other Insurance Purchased by Employer**

The coverage afforded by the Plan shall apply in excess of other valid and collectible insurance purchased by the Employer.

4. **Subrogation**

In the Event of any payment under the Plan, the Employer shall be subrogated to all the Covered Person's rights of recovery therefore against any person or organization and the Covered Person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The covered person shall do nothing to prejudice such rights.

5. **Changes in the Plan**

All amendments to Plan subsequent to the date of first approval of the Plan by The Board of Trustees shall be prepared by the Vice President and subject to approval as to legal form by the University Counsel. The Vice President will submit the proposed amendments, to the President of the University, for review and recommendation to The Board of Trustees. Amendments adopted by the Board shall become effective on the date fixed by The Board of Trustees, without notice to Covered Persons. The Plan and all amendments thereto shall be available for inspection at reasonable times in the Office of the Secretary of the Board, and information regarding the Plan shall be distributed through campus publications.

6. **Assignment**

The interest hereunder of any Covered Person is not assignable. If the Covered Person shall die or be adjudged incompetent, this coverage shall thereupon terminate, but shall cover the Covered Person's legal representative as the Covered Person with respect to damages previously incurred and to which this Plan applies.

7. **Cancellation**

The Board may at anytime terminate the Plan and cancel the coverage provided therein. Notice of such termination of the Plan and cancellation of coverage will be given to all Covered Persons by publication in a newspaper of general circulation in Cook County and newspaper of general circulation in Champaign County, Illinois, at least 30 days prior to the effective date of such termination and cancellation.

8. **Plan Severability**

In the event that any part of the Plan is held to be unconstitutional or otherwise declared illegal or invalid, the other part of the Plan will remain in full force and effect, subject to Board action.

9. **Applicability of Coverage**

The Vice President with the advice of the University Counsel shall decide questions regarding coverage or interpretation of the Plan.

Contract No. 1341-13214
Bond Court Evaluation Project

EXHIBIT 3
JAC Grant Agreement

AGREEMENT

THE GRANTEE AND GRANTOR (AS SET FORTH BELOW) HEREBY AGREE AS FOLLOWS:

DATE: June 24, 2013

GRANT NO.: 13-103032-000-USP

GRANTEE: Cook County Justice Advisory Council
69 W. Washington
Suite 1110
Chicago, IL 60602
("your organization")

GRANTOR: John D. and Catherine T. MacArthur Foundation
140 South Dearborn Street, Suite 1200
Chicago, Illinois 60603-5285
(the "Foundation")

GRANT AMOUNT: U.S. \$450,000

PURPOSE OF GRANT: In support of your organization's model demonstration project to improve the fairness and effectiveness of Central Bond Court hearings and reduce unnecessary pretrial detention (the "Purpose")

FOR USE OVER THE PERIOD: June 1, 2013 - May 30, 2014

EXPECTED PAYMENT SCHEDULE, as may be amended by the Foundation from time to time (the "Payment Schedule"):

Initial Installment: U.S. \$450,000, paid in a single lump sum

WRITTEN REPORTS DUE, as may be amended from time to time upon written authorization from the Foundation (the "Due Dates"):

June 30, 2014: Final Report, covering the entire life of the grant

OTHER TERMS AND CONDITIONS:

1. PAYMENT TERMS: (A) Payment of the grant funds is expected to be made as indicated in the Payment Schedule above, *provided* your organization is in compliance with all terms and conditions of this agreement at the time of each scheduled payment.

(B) The initial installment of the grant funds will be made within ninety (90) days after receipt by the Foundation of a fully-executed copy of this agreement and all necessary tax documents.
2. BANK ACCOUNTS: Grant funds shall be deposited in an interest-bearing account whenever feasible. Any grant funds, and income earned thereon, not expended or committed for the purposes of the grant, will be returned to the Foundation.
3. USE OF FUNDS: (A) Under United States law, Foundation grant funds, and income earned thereon, may be expended only for charitable, religious, scientific, literary or educational purposes. This grant is made only for the Purpose stated above, and it is understood that these grant funds will be used only for such Purpose, substantially in accordance with the proposal submitted by your organization on or about February 11, 2013 and addendum dated May 29, 2013, and the budget submitted June 2, 2013 (the "approved budget"), subject to the terms of this agreement. Your organization agrees to obtain the Foundation's prior approval in writing should there be any material changes or variances to the approved budget, including the timing of expenditures, at any point during the course of this grant.

(B) Your organization confirms that this project is under its complete control. Your organization further confirms that it has and will exercise control over the process of selecting any secondary grantee or consultant, that the decision made or that will be made on any such selection is completely independent of the Foundation and, further, that there does not exist an agreement,

written or oral, under which the Foundation has caused or may cause the selection of a secondary grantee or consultant.

(C) **RESTRICTIONS ON USE OF FUNDS:** (1) In connection with the activities to be funded under this grant, your organization acknowledges that it is responsible for complying with all relevant laws and regulations of the countries in which such activities are conducted.

(2) Your organization hereby confirms that Foundation grant funds will not be used to carry on propaganda, to lobby or otherwise attempt to influence legislation or to conduct any activities described in Sections 4945(d) and (e) of the United States Internal Revenue Code and the Treasury Regulations thereunder. Your organization further confirms that the primary purpose of undertaking the work described in your organization's proposal is not for use in lobbying. For your information, enclosed is a summary of the types of activities prohibited under Section 4945 of the United States Internal Revenue Code. Further questions regarding impermissible activities should be directed to your organization's tax or legal advisor.

(3) Your organization agrees that Foundation grant funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224.

4. **WRITTEN REPORTS:** (A) Written reports are to be furnished to the Foundation covering each year in which your organization receives or expends any portion of the grant funds until the Foundation's grant funds, and any income earned thereon are expended in full or the grant is otherwise terminated. The written reports for this grant are due no later than the Due Dates specified on Page 1 of this agreement. The written reports may be submitted electronically through the Foundation's secure website. Instructions for the electronic submission will be sent to your organization under separate cover. Alternatively, hard paper copies of the written reports, signed by an officer of your organization, may be sent to the Foundation to the attention of Steven Casey, Manager, Grants and Budget, US Programs.

(B) Each written report should contain a narrative and financial account of what was accomplished by the expenditure of the grant funds during the period covered by the report. The narrative account should contain a detailed description of what was accomplished by the grant, including a description of the progress made toward achieving the goals of the grant and an assurance that the activities under the grant have been conducted in conformity with the terms of the grant. The financial account should contain a financial statement reporting, in U.S. dollars, all expenditures of the grant funds and any income earned thereon during the period covered by the report.

5. **INTELLECTUAL PROPERTY:** (A) In countersigning this agreement, your organization acknowledges that it has read the Foundation's Policy Regarding Intellectual Property Arising Out of the Use of Foundation Funds (the "Policy"; Attachment I hereto). Except as may otherwise be provided herein, all copyright interest in materials produced as a result of this grant (the "Grant Work Product") shall be owned by your organization. To effect the widest possible distribution of the Grant Work Product and to ensure that it furthers charitable purposes and benefits the public, your organization hereby grants to the Foundation a non-exclusive, transferable, perpetual, irrevocable, royalty-free, paid-up, worldwide license to use, display, perform, reproduce, publish, copy, and distribute, for non-commercial purposes, the Grant Work Product and any other work product arising out of or resulting from your organization's use (including digital or electronic or other media) of these funds, including all intellectual property rights appurtenant thereto, and to sublicense to third parties the rights described herein. Without limiting the foregoing, such license includes the right of the Foundation to publish the Grant Work Product on the Foundation's website in connection with the Foundation's work with and support of your organization, and for use in periodic public reports, press releases, and fact sheets about the Foundation's grantmaking. Your organization further acknowledges and agrees, at the Foundation's request, to execute any additional documents necessary to effect such license.

(B) To the extent that, as part of any arrangement with any subcontractor, subgrantee, or other party working on matters related to this grant and receiving the benefit of the grant funds (a "Third Party"), the intellectual property rights in the Grant Work Product is to be owned by such Third Party, your organization agrees to require that the Foundation be granted a license in such Grant Work Product in a form reasonably acceptable to the Foundation.

(C) Except as stated in Paragraph 5(A) herein, and as you may be otherwise notified by the Foundation, it is the Foundation's policy not to ordinarily use the license granted herein if the Grant Work Product is otherwise made widely available through a means and on terms (including any cost

to the public and timeliness of publication) satisfactory to the Foundation. Under the Foundation's Policy, the Foundation will consider also releasing such license at the request of your organization if it is demonstrated to the Foundation's satisfaction that such release is necessary in connection with a publication or distribution plan that will make the Grant Work Product widely available at a reasonable or little cost, such as through scholarly publication, open access journals, or use of a suitable Creative Commons license.

6. RESEARCH INVOLVING HUMAN SUBJECTS: (A) Attached to this agreement are the following: (1) a copy of the Foundation's policy governing research involving human subjects (Attachment II); and (2) a certification form to be completed and returned to the Foundation prior to the initiation of any research involving human subjects (Attachment III). This policy applies to all subgrants and subcontracts awarded by your organization in its conduct of the work supported under this grant.

(B) Your organization represents that a portion of the grant funds will be used by it or a subgrantee or subcontractor to conduct research involving human subjects and to enter into agreements with third party entities that will conduct research involving human subjects, all as described in the Proposal.

(C) Your organization represents that (i) it or a subgrantee or subcontractor is currently registered with the Office for Human Research Protections ("OHRP") of the U.S. Department of Health and Human Services and (ii) it or a subgrantee or subcontractor has a current FederalWide Assurance ("FWA") and institutional review board ("IRB") certification, which will be applicable to the research under this grant (and that such FWA and IRB contain the principles and policies set forth in 45 C.F.R. Part 46). Pursuant to this arrangement, your organization will oversee the review and conduct of human subjects research undertaken by each entity or institution that will be performing human subjects research pursuant to this grant. In addition, your organization acknowledges that it bears full responsibility for the proper performance of all research involving human subjects under this grant in accordance with applicable law.

7. USE OF NAME: Your organization acknowledges that the name and mark "John D. and Catherine T. MacArthur Foundation" and all variations thereof and any other names and marks comprising the name or mark "MacArthur" (the "MacArthur Name"), are the sole and exclusive property of the Foundation, that any and all uses of the MacArthur Name by your organization shall inure solely to the benefit of the Foundation, and that your organization shall not acquire any right, title or interest in any MacArthur Name. All uses of any MacArthur Name by your organization in any manner shall be subject to inspection by and approval of the Foundation, which approval may be granted or withheld in the sole and absolute discretion of the Foundation. Upon termination of this agreement, or at the request of the Foundation at any time, your organization shall immediately discontinue and forever thereafter desist from any and all use of any MacArthur Name and shall either destroy or deliver to the Foundation, at no charge to the Foundation, stationery, brochures, proposed paid media and other similar materials bearing any MacArthur Name that then are in the possession or control of your organization.
8. PUBLICATIONS: Two copies of any publications produced or disseminated wholly or in part with these grant funds will be furnished to the Foundation. Unless otherwise notified by the Foundation, such publications should include a simple acknowledgment of the grant support from the Foundation.
9. EVALUATING OPERATIONS: The Foundation may monitor and conduct an evaluation of operations under this grant, which may include a visit from Foundation personnel to observe your organization's program, discuss the program with your organization's personnel, and review financial and other records and materials connected with the activities financed by this grant.
10. FOUNDATION GRANT REPORTS: The Foundation may include basic information about this grant through a variety of public channels, including press releases, publications, videos, social media, and the Foundation's website. If there are special considerations concerning the public announcement of this grant at your organization, if you plan to issue a public announcement of the grant, or if you would like to coordinate a public announcement of the grant with the Foundation's announcement, please reach out to the Foundation's Office of Public Affairs.
11. RIGHT TO DISCONTINUE FUNDING, RESCIND PAYMENTS, AND REQUIRE RETURN OF UNSPENT FUNDS: The Foundation may, in its sole discretion, discontinue or suspend funding, rescind payments made or demand return of any unspent funds based on any of the following: (a) the written reports required herein are not submitted to the Foundation on a timely basis, (b) the reports do not comply with the terms of this agreement or fail to contain adequate information to allow the Foundation to determine the funds have been used for their intended charitable purposes, (c) grant

To facilitate receipt of the grant funds, complete the following and return the fully-signed agreement to Joshua J. Mintz, Vice President and General Counsel of the MacArthur Foundation, 140 South Dearborn Street, Suite 1200, Chicago, Illinois 60603-5285.

Payment should be made payable to COOK COUNTY JUSTICE ADVISORY COUNCIL

Please provide mailing instructions below for the remittance or attach wire transfer instructions. Please note that bank fees may be charged to the recipient by the bank(s) processing the wire transfer.

Contact Name: Sharrell Hibbler
Title: Grants Coordinator
Organization: Cook County Justice Advisory Council
Address: 69 W. Washington, Suite 110
Chicago, IL 60602
Phone (optional): 312.603.1141
E-Mail (optional): Sharrell.Hibbler@cookcountyil.gov

*ATTEMPTS TO INFLUENCE LEGISLATION
BY MacARTHUR FOUNDATION GRANTEES*

Under United States law, MacArthur Foundation grant monies may not be used to pay for attempts to influence legislation, unless they qualify under certain specific exceptions. (These laws do not affect how grantees may spend money received from other sources.) This paper will generally describe what activities are regarded as attempts to influence legislation and some of the exceptions available. Also, attached is a chart describing some permissible and prohibited public policy activities.

Lobbying

Attempts to influence legislation, commonly known as lobbying, may be of two types, direct or indirect.

Direct Lobbying

Direct lobbying refers to certain communications directly with government personnel who are involved in the legislative process. They may be legislators or employees of legislative bodies, or other government personnel who participate in the formulation of the legislation concerned.

A communication with these government personnel will be lobbying only if it both refers to specific legislation and indicates a view on that legislation.

Indirect Lobbying

Indirect (or "grass roots") lobbying refers to communications with members of the general public. Certain "public relations" or educational activities may constitute indirect lobbying, and others will not. Indirect lobbying communications include only communications that (1) refer to specific legislation, (2) indicate a view on the legislation, and (3) encourage the recipient of the communication to take action with respect to the legislation.

Specific Legislation

"Specific legislation" includes both legislation that has already been introduced in a legislative body and a specific legislative proposal.

Legislation

Legislation refers only to action by a legislative body -- such as a congress, senate, chamber of deputies, house of representatives, state legislature, local council or municipal chamber of representatives -- or by the public in a referendum or similar

procedure. Legislation of the United States or any other country or of any local government is included.

Legislation also includes proposed treaties required to be submitted by the President of the United States to the Senate for its advice and consent from the time the President's representative begins to negotiate its position with the prospective parties to the proposed treaties.

Action by an executive or by a judicial or administrative body does not constitute legislation, so attempts to influence such action do not constitute lobbying.

Encouraging Recipient to Take Action

A communication may encourage the recipient to take action with respect to legislation, and therefore meet the third test for indirect lobbying, in any one of the following four ways:

1. It may state that the recipient should contact a legislator (or other government official or employee who may be involved in the legislation).
2. It may state the address, telephone number, or similar information of a legislator or an employee of a legislative body.
3. It may provide a petition, tear-off postcard, or similar materials for the recipient to send to a legislator or other government official or employee.
4. It may specifically identify one or more legislators who will vote as:
 - a. opposing the communication's view with respect to the legislation,
 - b. undecided about the legislation,
 - c. the recipient's legislative representative, or
 - d. a member of the legislative committee that will consider the legislation.

Exceptions

There are a few specific exceptions from prohibited lobbying. The most important of these for MacArthur Foundation grantees are the exception for examinations and discussions of broad social, economic, and similar problems and the exception for nonpartisan analysis, study, or research.

A communication regarding broad social, economic, and similar problems will not constitute lobbying, even if the problems discussed are of a type with

*PERMISSIBLE AND PROHIBITED ACTIVITIES**Some Permissible Public Policy Activities*

1. Meetings with or letters to government officials, including legislators, about a problem needing a legislative solution, so long as there is either no reference to specific legislation or no view expressed on specific legislation.
2. Communications with members of the general public about a social problem, so long as there is either no reference to specific legislation, no position taken on the legislation or no encouragement of the public to contact legislators or other government personnel concerning the legislation.
3. Meetings with or letters to government personnel other than legislators or their staff (such as mayors, governors or their staff) about specific legislation if the personnel contacted are not participating in formulating the legislation.
4. Efforts to influence regulations or other actions of an executive, judicial or administrative body.
5. Public interest lawsuits.
6. Communications directly to legislators or their staff regarding legislation that might affect the communicating organization's existence, powers and duties, or its exemption from taxes.
7. Responding to written requests from a legislative body or committee (but not one legislator) for technical advice or assistance on particular legislation.
8. Communicating the results of nonpartisan analysis, study or research on a legislative issue, so long as there is no direct encouragement of members of the general public to contact legislators or other government personnel concerning the legislation.

Some Prohibited Public Policy Activities

1. A letter to or meeting with a legislator encouraging the legislator to vote either for or against specific legislation or to submit a specific legislative proposal to the legislature.
2. An advertisement or pamphlet encouraging people to contact their legislators and to urge them to vote for or against specific legislation.
3. A public meeting where individuals are asked to sign a petition urging legislators to vote for or against specific legislation.
4. Publishing articles and producing radio and television broadcasts urging recipients to become involved in a political campaign on behalf of or in opposition to a candidate.
5. Preparing a fact sheet for a legislative committee describing one view of proposed legislation important to an organization's objectives, when such fact sheet has not been requested in writing by the committee.

ATTACHMENT I

POLICY REGARDING INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF FOUNDATION FUNDS

Introduction

Foundation grants often result in tangible products, such as reports, papers, research, data sets, books, film or television documentaries, or radio programs ("Grant Work Product"). This Policy addresses the ownership, use, copyright to, and distribution of the Grant Work Product by balancing the interests of the Foundation with the interests of the grantee and other interested parties. The Foundation is cognizant that fast-evolving technological advances are impacting the manner and method by which knowledge in whatever form can be protected and distributed and the Foundation will evaluate this Policy in light of experience.

Policy

The Foundation's policy is to ensure that the Grant Work Product furthers charitable purposes and benefits the public. To that end, the Foundation seeks prompt and broad dissemination of the Grant Work Product at minimal cost or, when justified, at a reasonable cost.

The Foundation encourages openness in research and freedom of access to underlying data by persons with a serious interest in the research. Grantees are also encouraged to explore opportunities to use existing and emerging internet distribution models and, when appropriate, open access journals, Creative Commons license or similar mechanisms that result in broad access for the interested field and public.

The Foundation recognizes there may be circumstances where limited or delayed dissemination of Grant Work Product or limited access to data may be appropriate to protect legitimate interests of the grantee, other funders, principal investigators or participants in research studies. Such circumstances will be evaluated on a case-by-case basis.

Intellectual property rights (including copyright and patent rights) should not be used to limit or deny access to the Grant Work Product, to result in exclusive use of such Grant Work Product, or to create revenue that is not used for charitable purposes. While copyright to the Grant Work Product will ordinarily remain with the grantee, the Foundation will require that it be granted a no-cost assignable license to use or publish the Grant Work Product. The Foundation will exercise the license only if the grantee does not or cannot provide for broad and prompt dissemination consistent with this Policy. The Foundation may forego a license if the Foundation is reasonably satisfied that other appropriate arrangements will be implemented that will assure prompt public dissemination of the Grant Work Product.

In all instances, the Foundation will agree to suitable terms at the time a grant is made based on the facts to ensure the objectives of the Policy are met while respecting appropriate interests of others.

This Policy is effective September 18, 2008.

**STATEMENT OF POLICY REGARDING BIOMEDICAL
AND BEHAVIORAL RESEARCH INVOLVING
HUMAN SUBJECTS**

Safeguarding the rights and welfare of human subjects involved in biomedical and behavioral research supported by the Foundation is principally the responsibility of the grantee institution, the principal investigator, and the individual researchers. The Foundation's role is to ensure that a process is in place so that this responsibility is adequately discharged in accordance with applicable law.

It is, therefore, the policy of the Foundation that no research involving human subjects shall be initiated using Foundation funds unless assurances satisfactory to the Foundation's professional staff are obtained that: (a) the rights and welfare of the subjects involved in the research are adequately protected; (b) the methods used to obtain freely-given, informed consent of subjects are adequate and appropriate (or if such consent is not to be obtained, justification for waiver of such consent); (c) the balance of risks and potential benefits to the subjects are deemed reasonable and acceptable by the research investigator and by the subjects; and (d) the research will be carried out consistent with applicable laws, regulations and guidelines for the protection of human subjects research in the country in which such research is being conducted.

The Foundation recognizes social, economic and cultural circumstances vary from country to country. In implementing this policy, the Foundation will consider the context in which the research is conducted while seeking to ensure that grantee institutions treat individuals with respect, minimize risk to its research subjects and protect vulnerable populations as institutions conduct research.

Applicability

This policy applies to activities that constitute "research involving human subjects" as defined in the United States Department of Health and Human Services ("DHHS") regulations for the protection of human subjects (45 Code of Federal Regulations 46, the "Code"). The appendix to this policy provides relevant definitions under the Code.

U.S. Institutions

Grantees located in the United States with an Institutional Review Board ("IRB") recognized by the DHHS or an equivalent research ethics committee (an "Equivalent IRB") must certify to the Foundation substantially in the form attached hereto that: (a) there is on file with the DHHS Office for Human Research Protections ("OHRP") a FederalWide Assurance, satisfactory to the OHRP, under which the research supported by Foundation funds will be conducted; and (b) such research has been reviewed and found acceptable by an IRB or Equivalent IRB. Unless waived by the Foundation, these requirements apply to United States' grantees conducting research in another country. In such cases, it is also the responsibility of the grantee institution, the principal investigator, and the individual researchers to conduct the research in conformance with the laws, regulations, and guidelines for the protection of human subjects of the country in which the research is conducted. A waiver of requirements must be signed by the program officer at the Foundation responsible for the grant with concurrence by the legal department.

In the absence of an IRB or an Equivalent IRB, a U.S. institution must provide to the Foundation documentation that the research is not subject to the requirements of the Code. This can include a legal opinion, documentation or other analysis satisfactory to the Foundation that the requirements of the Code are not applicable. The institution must represent that the research, will be conducted consistent with the essential protections set forth in the Code (i.e., a set of protocols, informed consent of subjects, protections for vulnerable populations such as minors, privacy of subjects, etc.). Additionally, U.S. institutions that do not have an IRB or an Equivalent IRB will be required to provide documents or other evidence that each of the researchers engaged in the research to be supported by the Foundation have participated or will participate in a training course relating to the conduct of human subjects research. Any waiver of these requirements must be signed by the program officer at the Foundation responsible for the grant with concurrence by the legal department.

If the human subjects research involves biomedical research or vulnerable populations such as children, the Foundation will ordinarily require the institution to seek review for the research by an IRB or an Equivalent IRB.

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

APPENDIX

The review and conduct of research involving human subjects is regulated under Title 45 Section 46 of the Code of Federal Regulations (45 CFR 46). Although not all human subjects research falls under the purview of 45 CFR 46, these regulations provide a reasonable framework for ensuring oversight and protections of human subjects involved in research. Therefore, for purposes of the Foundation's Statement of Policy Regarding Biomedical and Behavioral Research Involving Human Subjects, the terms listed below shall have the meanings ascribed to them in 45 CFR 46.

Research. The regulations define "research" as an activity that (a) involves a systematic investigation and (b) is designed to develop or contribute to generalizable knowledge.

Systematic Investigation. A systematic investigation is generally understood to mean a research plan that involves the collection and analysis of data to answer a specific question, test a hypothesis, or develop a theory. Research that contributes to generalizable knowledge includes research conducted with the intent of using its conclusions to develop or contribute to a general body of knowledge.

Contribution to Generalizable Knowledge. Studies that involve interviews, questionnaires, analysis of stored data, trials of experimental drugs or devices, the results of which will be shared broadly will constitute research under the terms of this policy. In contrast, research that is not shared beyond the institution conducting the research would generally not be considered "research" for purposes of this policy.

Human Subjects Research. The research involves human subjects if such research involves a living individual about whom an investigator conducting research obtains (1) data through **intervention** (by physical procedures or manipulation of the subject's environment) or **interaction** with the individual through interpersonal contact by a survey or interview, for example, or (2) **identifiable private information**.

Private information includes information about behavior that occurs in a context in which an individual can reasonably expect that no observation or recording is taking place, and information which has been provided for specific purposes by an individual and which the individual can reasonably expect will not be made public (for example, a medical record). Private information must be individually identifiable (*i.e.*, the identity of the subject is or may readily be ascertained by the investigator or associated with the information) in order for obtaining the information to constitute research involving human subjects.

BIOMEDICAL AND BEHAVIORAL RESEARCH INVOLVING HUMAN SUBJECTS

CERTIFICATION

(United States Institutions)

In recognition of the grantee institution's responsibility for safeguarding the rights and welfare of human subjects involved in biomedical and behavioral research supported by the Foundation, the undersigned hereby certifies to the Foundation that we will carry out or cause to be carried out human subjects research consistent with the United States Department of Health and Human Services ("DHHS") regulations for the protection of human subjects (45 Code of Federal Regulations Part 46). The number of the applicable current Federalwide Assurance with respect to this research is on file with DHHS is: _____.

INSTITUTIONAL REVIEW BOARD APPROVAL

It is understood that no research involving human subjects (as defined by 45 Code of Federal Regulations Part 46) can be initiated under the subject grant until there has been submitted to the Foundation, documentation of the review and approval of the research by an Institutional Review Board accepted by DHHS. The number of the applicable current Institutional Review Board approval on file with DHHS is: _____.

_____ Attached is a copy of the signed and dated form documenting review and approval by the Institutional Review Board of the research involving human subjects, supported by the subject grant.



The research involving human subjects, supported by the subject grant, has not yet been reviewed by the Institutional Review Board. Prior to the initiation of any research involving human subjects under this grant, documentation of review and approval of that research by the Institutional Review Board will be submitted to the Foundation. We expect the human subjects research to be started on or before _____ and will submit the signed and dated form documenting review and approval by the Institutional Review Board of this institution at least two weeks prior to initiating any such research.

ACKNOWLEDGED AS TRUE AND CORRECT BY:

Institution Name: University of Illinois

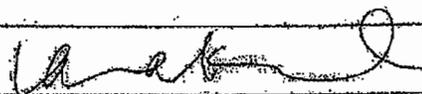
Institution Address: _____

Authorized Signer: _____

Printed Name: _____

Title: _____

Date: _____

Researcher Signature: 

Printed Name: LAURA L. KENNARD, Ph.D.

Date: 9/16/13

FD-35 (Rev. 11-15-83)

Foundation Grant No. 13-108082-000-USP

Attachment III

Page 1 of 1

Proposal: Cook County Enhanced Bail Bond Project
Submitted to the John D. and Catherine T. MacArthur Foundation
by the County Justice Advisory Council
February 6, 2013

Introduction

The John D. and Catherine T. MacArthur Foundation has a special relationship with both the County of Cook and the City of Chicago. The Foundation has provided invaluable assistance to government and public agencies through a variety of initiatives. In recent months the MacArthur Foundation has provided assistance to Cook County government in support of an initiative launched by County Board President Toni Preckwinkle to reduce unnecessary pretrial detention at the Cook County Department of Corrections (the "jail").

The County's efforts are motivated by recognition that unnecessary pretrial detention has tremendous social costs for the individuals, families and communities as well as financial costs which fall on the shoulders of Cook County taxpayers:

- Jail custody costs in excess of \$140 per day per inmate. Unnecessary pretrial detention adds to jail overcrowding which if not abated invites federal court-mandated construction of additional jail facilities.
- Detention following arrest disrupts family relationships and any on-going, employment, education, and medical and mental health treatment. Pretrial detention disproportionately affects people with low incomes and racial and ethnic minorities.

Pretrial detention is justified when it is the sole means of assuring that an individual will appear in court, avoid other arrests, or pose a risk to the safety of others in his or her community. Against these standards studies, reviews of bail bonds that are set in Cook County criminal cases, expert opinions and findings of federal court monitors have concluded that for a significant number of Cook County jail inmates' pretrial detention is unnecessary.

The task of reducing unnecessary pretrial detention is complex, requiring changes in procedures and decision-making by a number of separately elected and independent county officials, independent agencies, the City of Chicago as well as the state court judges who preside in court. But this is a task that the President's Office, in conjunction with the Public Defender has undertaken with success to date and which in the interest of its citizens and fundamental justice the County is pledged to advance. The project for which this proposal seeks support is a critical component of this effort.

Purpose of Grant

The Office of the President of the Cook County Board requests Foundation support for a discrete project to improve the quantity, breadth, and quality of information provided to judges about criminal defendants who are brought before them in Central Bond Court and in subsequent hearings relating to conditions of release. The project's objective is to support judicial decisions that reduce unnecessary pretrial detention while furthering the court's obligations to minimize risk to the community and lessen the risk that a defendant will fail to appear for subsequent court proceedings. The project will advance this objective by institutionalizing a model interdisciplinary team approach to the Public Defender's representation in bond court. The model that is proposed consists of an attorney, an investigator and contract staff who provide specific types of information not previously available to Public Defenders in Central Bond Court relevant to conditions of bond and minimizing risk of release. Public Defenders will provide this information at the initial bond court hearing and otherwise present it to judges in the format and at the time the information serves the best interest of their clients and is useful to the court.

The proposal includes an evaluation component designed to provide County officials, the Public Defender and the Foundation an assessment of the project's effectiveness and impact on bail bonds and conditions of release generally and on the number of commitments to jail from bond court. This information should support conclusions about the cost-effectiveness and social benefits of this project.

As a model approach, this project has the potential to expand from Central Bond Court, in which bonds are set for approximately one-third of each day's admissions to the jail, to bond-setting courts in outlying districts.

Submitting Agency and Cooperating Government Entities

This grant proposal is submitted by the office of Cook County Board President Toni Preckwinkle. Participating and cooperating agencies include:

- The Cook County Justice Advisory Council ("JAC"). Under the President's office, the Cook County Justice Advisory Council is established by statute with a broad mission to improve the efficiency and fairness of the criminal justice system. President Preckwinkle appoints the members of the Justice Advisory Council and selects the Executive Director. The Justice Advisory Council is currently chaired by the Honorable Anne Burke, Justice of the Illinois Supreme Court. For the purposes of this proposal, the Justice Advisory Council's role is to act as lead collaborator, facilitating cooperation among stakeholders.
- The Cook County Public Defender, an agency of Cook County Government, represents more than 95% of all arrestees in Central Bond Court and is responsible for providing information to judges at bond hearings relevant to their client's risk to public safety and ability to return to court.
- The Cook County Sheriff's Office, which operates the Cook County Department of Corrections (the "jail") and has custody over arrestees who appear in Central Bond Court.
- The Circuit Court of Cook County, which operates a Criminal Division and the Municipal Districts. Central Bond Court is under the immediate authority of the First Municipal District; and,
- The Cook County Probation Office, which is under the authority of the Chief Judge of the Circuit Court of Cook County, which operates a Pretrial Services Unit in Central Bond Court.

All of these agencies share the overarching goal of reducing unnecessary pretrial detention. Their leadership supports efforts to increase quality and quantity of information made available to judges. The County and the JAC believe that the type and quality of information provided by this project to judges in bond courts will help all parties understand how information can be put to use in the context of minimizing risk and failures to appear at subsequent court proceedings, and to help defendants out of detention and to access support services.

The President is deeply committed to improving the quality of advocacy for indigent defendants. The process of obtaining the information collected pursuant to this proposal will contribute to building trust between the Public Defenders and their clients.

Problem to be Addressed

Independent research, internal analysis of jail data, observations by professionals, reports from systems evaluators, and the opinions of experts involved in litigation of jail overcrowding and conditions over the years have repeatedly found that many Cook County pretrial detainees are in jail custody only because they cannot pay bail amounts that are beyond their reach. At any one time, thousands of jail inmates have profiles that suggest they could have been safely released. For example, analysis of jail data shows that many of those detained pretrial are released because their cases are dismissed, or because they are placed on probation or supervision at the disposition of their cases within one or two months. For each individual among the thousands in these categories who are actively involved in work, family, or school, pretrial detention has an adverse impact, disrupting their lives and separating them from society. Their detention unnecessarily contributes to the rising jail population, which is near capacity at 9,500 detainees per day.

Bond is set for roughly two thirds of the defendants who appear in bond court. That means they can be released if they pay cash bail. However many defendants are not able to pay bail and thus remain in jail. Loyola Department of Criminal Justice Professor David Olson notes that in 2011 "...23% of those with bail amounts of \$6,000 or less who did not post bail remained in jail until their cases were disposed. On any given day, there are approximately 2,000 detainees in the Cook County Jail with bail amounts of \$6,000 or less."¹

Decisions about the conditions of release, particularly the amount of cash bail to be required, are made in a rapid fire process that is currently the "bond court call." As the practice has been, judges are provided an absolute minimum of information about a defendant's ties to the community, involvement with family or participation in rehabilitative programming. Information that is provided is seldom verified; hence judges are skeptical of its reliability.

¹ Cook County Sheriff's Reentry council Research Bulletin (February 2012) pp5-6

In 2011, a three judge federal decision noted that there is an "unexplained reluctance of state judges in Cook County to set affordable terms for bail..."² Thus defendants remain in detention until their case is adjudicated because they cannot pay cash bail (set at ten percent of the bond amount) in the amount of several thousand dollars or less.

Professional standards including those promulgated by the American Bar Association and the Pretrial Justice Institute and a fair reading of Illinois' Statutes governing bail bonds and pretrial services require that as many defendants as possible be released pretrial without requiring cash bail except when to do so furthers the goal of assuring a defendant's subsequent appearance in court. Bail bonds are not to be set for the sole purpose of preventing pretrial release, or arbitrarily imposed so as to have the effect of preventing pretrial release simply because a particular defendant lacks cash resources. This has been identified as a goal nationally.

Best practices require that a judge have as much useful information as possible to make a decision on release based upon an objective, factually-informed assessment of risk of non- appearance and or of likely future involvement with law enforcement.

Implementation: Project Design and Activities

The Cook County Justice Advisory Council proposes to introduce innovation and change in the ways the Public Defender gathers, verifies and uses information about an arrested person's risk for failure to appear or to the community and needs that might be met to decrease those risks. Public Defenders will present this information to improve outcomes for their clients in bond court and to fulfill professional obligations in accord with national standards and state law.

Project Activities

If awarded, grant funds requested in this proposal will provide a coordinating attorney and an investigator, and contract outreach workers to support the Public Defenders. Project staff will support the Public Defender by obtaining information from previously unutilized sources, augmenting information now being collected, and obtaining verification of information that is critical in Central

² 10 C 2946 United States of America, Plaintiffs v. Cook County, Illinois, et al., Defendants January 11, 2011 p. 7

Bond Court whenever possible, and to be available for presentation for purposes of obtaining pretrial release at the next or subsequent court appearance. The specific activities supported by grant funds include:

A. Family and Community Outreach

This project will obtain and confirm information from family members, friends, pastors, employers and other community members who attend on behalf of 20 to 30 percent of the defendants in Central Bond Court. At present, this group of people is seldom asked for the information they have; neither the Public Defender nor Pre Trial Services have been staffed for this function. The information that family and community members may possess includes confirmation of their willingness to support and vouch for a defendant, the availability of housing, confirmation of employment, school attendance, or receipt of substance abuse or mental health treatment, family support such as child care the defendant is providing and money available for a cash bail if necessary. They also have access to information that defendants are too embarrassed, anxious, ill or otherwise incapacitated to share.

Contract staff will systematically solicit and collect information relevant to the Public Defender's factual representation and recommendations for conditions of release including bond from family members, friends and community members who appear in bond court. Time being of the essence, the additional Public Defender will work with investigators to distill and assess information in the context of the charges against the defendant and his or her criminal history, and relay it to the Public Defender who represents defendants before the judge. Public Defenders will consider calling family members and friends as witnesses, identifying them in court or making them available to the prosecutors, pretrial services or the court as appropriate.

This component of the project will provide the Public Defender with basis for a working relationship with family, friends and community members who support their clients. The information obtained will be retained in the client's file, and the Public Defender will be able to continue communication if the case proceeds further. Referrals to other family members, employers, pastors and other community members will be followed up on to expand the information which will be helpful in instances in which a defendant cannot make bond after the initial appearance.

The Public Defender will adopt appropriate policy and administrative guidelines which will institutionalize family outreach in Central Bond Court and expand the practice model to other bond courts in the future.

B. External Verification of Information

In general and within the limits of the time available before Bond Hearings, staff interviewing family and community members will verify all information regarding education, employment and family responsibilities they obtain.

In addition these staff members will have access to Jail Data Link to provide information about a defendant's use of and participation in mental health care and treatment, including community based programming. They will obtain all needed releases. Jail Data Link is a data system available to county staff.³

Information about defendants' current participation in state supported, community based substance abuse and mental health programs which would be disrupted by detention are a powerful argument for release. Some defendants are currently asked about such participation but not in private. If they do share the information it is not verified until they are actually processed into the jail. This type of information has never been part of advocacy and evaluation at Central Bond Court and yet it is highly relevant to conditions of bond and, frequently, in the final disposition of the case. We believe it will change outcomes but now will have the opportunity to evaluate its true usefulness.

Program involvement is relevant to both key areas to be considered in bond court. The first is the existence of community ties. The second is the capacity to assist with risk management without requiring pretrial detention.

Our experience with this type of information may lay the foundation for future projects as outlined in the Appendix entitled 'Future Projects'.

C. Continuity in Representation

The Public Defender's office (as well as the Cook County State's Attorney's office) provides "horizontal representation," meaning that its attorneys are generally assigned to court rooms and do not follow defendants as they move

³ <https://sisonline.dhs.state.il.us/jailink/home.asp>

through the court system. The additional Public Defender and investigator will follow up on information obtained in Central Bond Court, including family and other contact information, to obtain verification and further information to prepare or support motions for reconsideration of bond in subsequent court hearings. For example, if the team is able to identify an employer but not obtain verification of employment, and the Public Defender believes that information would influence a judge's release decision, the investigator will follow through, obtain the information, and make certain it is in the hands of the Public Defenders assigned in the next court in which the defendant appears, along with family members, witnesses or documentation to support of a motion for reconsideration of bond

Currently such motions are rare and are rarely supported by witnesses or information forwarded from the Public Defenders in Central Bond Court.

This new level of advocacy has the potential to change outcomes. In the lower-level cases that dominate in Central Bond Court information that is relevant to bond and release decision also tends to drive outcomes, influencing a prosecutor's decision to dismiss a case or plea negotiations by both States Attorneys and Public Defenders. Thus a collateral benefit this project will be to provide more information at every level of a criminal case leading to better not just on pretrial detention, but also better outcomes for defendants, shortened length of stays for defendants who are not released pretrial, and shorter case processing times. The results of this aspect of the project will be subject to evaluation, which in turn will inform Public Defenders and the County of the program model's broader impact on the justice in Cook County.

Evidence Supporting the Proposal

Pretrial release practices have been studied closely for years, leading to a wealth of evidence on how to reduce pretrial detention and improve defendant outcomes. Best practices from other jurisdictions, along with research and professional standards, highlight the necessity of fact-driven, and risk-based judicial decisions regarding conditions of release to reduce unnecessary and wasteful incarceration. This proposal applies the lessons from this research to Cook County's unique system and to the Public Defender's role in a court's detention and release decisions including bond.

The American Bar Association Standards on Pretrial Release favor decisions based upon flight risk and threat to the community, with pretrial detention being the

exception to a policy favoring release.⁴ The Pretrial Justice Institute has consistently found that pretrial release decisions are most accurate when based upon information related to risk which is shared with the judge via defense counsel.⁵

The Public Defender plays a central role in a court's decision to release or detain a defendant. Last year, the American Council of Chief Defenders issued a policy statement on fair and effective pretrial practices. The statement asserted that meaningful public defender involvement in bail determinations is crucial to a fair and effective pretrial justice system.⁶ The ACCD's policy statement conforms to longstanding definitions of best practices developed by the American Bar Association (ABA) under which the Public Defender is an integral part of proceedings at which bond is set.⁷

With the addition of specialized investigators and access to DataLink, the proposed project provides exactly the kind of support services that the ABA Standards recommends to Public Defenders: "...not only those services and facilities that are needed for an effective defense at trial but also those that are required for effective defense participation in every phase of the process."⁸ Specifically these services include, "personnel skilled in social work and related disciplines to provide assistance at pretrial release hearings and at sentencing."⁹

The proposed project is in line with the National Legal Aid and Defender Association (NLADA)'s professional performance guidelines¹⁰ which melds the

⁴ ABA Standards for Criminal Justice: Pretrial Release, 3rd Edition, 2003. Available at http://www.americanbar.org/publications/criminal_justice_section_archive/crimjust_standards_pretrialrelease_bk.html#10-1.7

⁵ "Rational and Transparent Bail Decision-Making: Moving From a Cash-Based to a Risk-Based Process." Available at: <http://www.pretrial.org/Featured%20Resources%20Documents/Rational%20and%20Transparent%20Bail%20Decision%20Making.pdf>

⁶ "Policy Statement on Fair and Effective Pretrial Justice Practices." American Council of Chief Defenders, June 4, 2011. Available at: http://www.nlada.org/Defender/Defender_ACCD/ACCDpretrialrelease

⁷ ABA Standards for Criminal Justice (3rd Ed.) *Pretrial Release*, Standard 10-4.3 Nature of First Appearance; Commentary to Standard 10-4.3(b) (ii) and (iii) p. 98.

⁸ ABA Standards for Criminal Justice (3rd Ed.) *Providing Defense Services Standards*, Standard 5-1.4 Supporting Services, p. 20.

⁹ ABA Standards for Criminal Justice (3rd Ed.) *Providing Defense Services Standards*, Standard 5-1.4 Supporting Services, Commentary at pp. 21-22.

¹⁰ Performance Guidelines for Criminal Defense Representation, National Legal Aid and Defender Association (1994); the relevant Guidelines are provided in Appendix A.

defense attorney's obligation to his or her client with Cook County's goal of reducing unnecessary pretrial detention and, thereby, the jail's inmate population.

How this Proposal Lays a Foundation for Further Systems Change

This project will operate in Central Bond Court where approximately one-third of all County bond cases that result in jail admissions are heard. The Public Defender will apply lessons learned from this project to his representation in the suburban bond courts and in subsequent branch court proceedings.

As the Public Defender modifies his office's approach to bond hearings, his staff is undertaking training to reinforce successful advocacy. New bond court procedures and strategies will be promulgated in manuals, procedural directives and continued appropriate training.

The Public Defender has begun to urge courts to consider other means of minimizing risk for failure to appear or for further involvement with law enforcement than simply setting cash bond amounts. This project recognizes that in setting conditions of release, the thrust should be away from cash bail in the majority of cases. The Public Defender, constitutionally and legally the defendants' advocate, is also the system advocate for a different approach to pretrial release than setting cash bond amounts. The Public Defender serves as the instrument of system change that will benefit his clients, the County, and county residents.

As the processes become regular practice for the Public Defender's office, the judicial culture will begin to shift and the arguments will become more effective. Such change can be measured in the new outcome data being collected.

Obtaining this detailed information at the very beginning stages of a case will not only effect outcomes at the bond court level, but are likely to influence outcomes at every stage in the process. With specialized staff to investigate mental health, education, family support and other important details about defendants, Public Defenders will be armed with important information in plea negotiations, motions to reduce bond, character witnesses, and sentencing hearings. In essence, the specialized and focused investigations for purpose of informing judges in bond court about bond options and conditions of release appropriate to the defendant at the first appearance in bond court will provide information that can be beneficial at every stage of the process.

Just as importantly, the level of knowledge gained through the process and the advocacy resulting from the investigations will build trust between the Public Defender's office and its clients. Trust in one's attorney is essential to an effective defense. All too often clients do not trust their public defenders because of the misconception that they work in collusion with the judges and state's attorneys. This project and the systemic process that it will create, will build this trust likely leading to a more effective and more successful defense for the clients.

Evaluation

The County intends to diligently track key variables of the program for evaluation. The new electronic data collection by the Public Defender, described on page 7, facilitates this. The full proposal for evaluation is attached.

Appendix 1: The County's Commitment to Bond Court Improvement

The County has actively sought to improve bond court proceedings and outcomes.

In January 2012, following through on statements made prior to taking office, President Preckwinkle asked the newly-reinvigorated Justice Advisory Council (JAC) to prepare a report on ways to improve the process and outcomes in Central Bond Court. The JAC took that charge seriously. On July 12, 2012 the JAC issued a report¹¹ with recommendations for modifications in the day-to-day procedures in Central Bond Court.

The County has implemented the JAC's recommendations for bond court improvement in key areas.

Creation of New Interview Facilities

The Probation Department's Pretrial Services division, the Sheriff, and the Public Defender have approved plans for an entirely new holding and interview area. The contract for renovation has been placed and the permit process is underway. The new space will allow defendants to be detained more humanely prior to their bond hearing. It also provides private carrel spaces for interviews. These changes afford an opportunity to obtain and then provide judges with information about the defendant and about conditions of release that will mitigate risks where risk is a concern.

Motion to Reconsider Bond

When the JAC's bond court study began, Public Defenders were not informed whether or not their clients were actually released on bond. Now the Sheriff informs the Public Defenders regularly of the status of detainees eligible for bond. This allows steps to be taken to address individuals who have already received bonds with relatively low cash bail requirements yet remain in the jail. The county has funded the Safer Foundation on a six month long pilot basis to hire four Backlog Clearance Specialists. The Specialists gather more information about defendants identified by Public Defenders in felony courtrooms as good candidates for a successful "motion to reconsider" their bond. The Specialists conduct interviews in court and in the community, gather evidence and, if needed, testify in court. This is a newly conceived position based on the discussions with the Public

¹¹ "Report of the Justice Advisory Council -- Examination of Cook County Bond Court (January, 2012 -- June, 2012)"

Defender about their needs for further information, more witnesses, and a connection to the communities where their clients reside.

The Public Defender's Office has embraced the opportunity to conduct more and more strongly supported motions to reconsider bond. JAC staff attended a training held on October 17 for nearly 70 assistant Public Defenders on how to conduct an effective bond reduction hearing. New effort is being put into identifying suitable cases and establishing a system for sharing the information needed to proceed. The President's Office has further supported this effort by purchasing cell phones and lap tops for both contract staff and the Public Defenders.

Extensive Pre-Bond Court Interviews

Additional staff has been hired to improve the flow of information. Two additional Public Defenders and an investigator have begun work in central bond court to conduct more extensive interviews prior to hearings. The Public Defender is receiving the criminal complaint prior to the hearing and the process for releasing arrest reports to the Public Defender is under way.

It is important to note that while the JAC, through its bond study, initiated these improvements; it was at the suggestion of and with the cooperation of the stakeholders that they took shape and were implemented.

Appendix 2: Future Projects

The forgoing proposal includes two innovative efforts regarding needs and services for defendants. First, the effort to assess what mental health services a defendant is receiving at the time of his or her arrest. Second, the effort to track and report defendants' participation in the Sheriff's programs that provide Cognitive Therapy, drug treatment and other services.

Both of these efforts and the information presented to courts as a result provide evidence of community ties, help to manage risk and provide a powerful argument against pretrial detention.

While most if not all of these individuals would be better served in programming outside of a jail setting, but funding for such programming and courts faith in such outside programs are both lacking. Simultaneously with this proposed pilot, the Cook County Health and Hospitals system will be enrolling approximately 1 million people under the Medicaid waiver of the Healthcare Reform Act. Those who become eligible for Medicaid under the waiver will be covered for behavioral health services. We expect that this coverage will result in the expansion of community based behavioral health services that will be stabilized by guaranteed payments from Medicaid. Each of these separate projects will be tracked for progress and success and once fully institutionalized present an opportunity for integration.

It may be possible if the pilot proves successful to expand our model by using the relevant information gathered and the increased availability of services to engage judges and advocate for community based services for individuals that may have been order to detention due to availability of services within the jail.

Furthermore, the Medicaid waiver is institutionalized the Cook County Health & Hospitals system will be looking to leverage other funding sources with Medicaid. This could present an opportunity to focus on distinct populations of individuals with special needs and strengths for whom additional funding is made available wither through federal programs or other funding sources. Examples of these populations include veterans, victims of sex trafficking, the severely mentally ill. This would present a much more cost effective system as many of these funding streams, particularly federal dollars, are not available for individuals who are incarcerated.

Cook County JAG/Bond Court Validation Project			
12 month Project Period			
CATEGORY	Annual Salary	FTE	Totals
PERSONNEL			
Laura Kunard, Director CPSJ	114,433	10%	11,443.30
Graduate Research Assistant, Chicago	29,130	50%	14,564.97
Susan Patterson, Business Manager	57,974	3%	1,449.35
Ellen DeHeve, Account Technician	32,584	3%	814.60
IGPA Public Policy Expert 5 days at \$450/day	2,250	100%	2,250.00
TOTAL PERSONNEL			30,522.22
BENEFITS			
Professional @ 42.60 (CPSJ Director and IGPA Policy Expert)			5,833.35
Professional @ 54.13% (All Other Personnel)			1,225.48
Graduate Research Assisnant @3.15%			468.80
TOTAL BENEFITS			7,517.62
TRAVEL			
			0.00
TOTAL TRAVEL			0.00
SUPPLIES			
Consumable Office Supplies @\$8 per month x 12 months			96.00
TOTAL SUPPLIES			96.00
CONSULTANTS AND CONTRACTS			
Quantitative Data Analyst @ \$300/day for 10 days			3,000.00
Office Facility Rental for the Chicago office			360.00
TOTAL CONSULTANTS AND CONTRACTS			3,360.00
OTHER COSTS			
Utilities (Gas/Electric) \$24/month			288.00
Telephone \$15/month			180.00
TOTAL OTHER COSTS			468.00
TOTAL DIRECT COSTS			41,963.84
INDIRECT COSTS (10%) (less office facility rental)			4,160.38
TOTAL COSTS			46,124.22

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

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, 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.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 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 5: Economic and Other Disclosures Statement. Section 5 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.

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

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 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.

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 and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

N/A

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

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

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

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COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: _____

Certifying Agency: _____

Address: _____

Certification Expiration Date: _____

City/State: _____ Zip _____

FEIN #: _____

Phone: _____ Fax: _____

Contact Person: _____

Email: _____

Contract #: _____

N/A

Participation: Direct Indirect

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

No Yes – Please attach explanation. Proposed Subcontractor: _____

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

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

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

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

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me

Subscribed and sworn before me

this ____ day of _____, 20 ____.

this ____ day of _____, 20 ____.

Notary Public _____

Notary Public _____

SEAL

SEAL

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PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

N/A

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Please attach)**
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Please attach)**
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. **(Please attach)**
- (4) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**
- (5) Engaged MBEs & WBEs for indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

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CERTIFICATIONS (SECTION 4)

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 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address

N/A

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

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

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

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

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.

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N/A

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.

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COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

Privilege Information:

County Privilege: _____
County Department: _____

N/A

Applicant Information:

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

Child Support Obligation Information:

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

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

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

Signature: _____ Date: _____

Subscribed and sworn to before me this _____ day of _____, 20____

X _____
Notary Public Signature Notary Seal

Note: The above information is subject to verification prior to the award of the contract.

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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

N/A

Identifying Information:

Name _____ D/B/A: _____ EIN NO.: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone No.: _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

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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.

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

Signature Date

E-mail address Phone Number

Subscribed to and sworn before me
this _____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

WCC 1/16/14



COOK COUNTY BOARD OF ETHICS

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: _____ Title: _____

Business Entity Name: _____ Phone: _____

Business Entity Address: _____

_____ 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. _____	_____	_____

N/A

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.

Owner/Employee's Signature Date

Subscribe and sworn before me this _____ Day of _____, 20__

a Notary Public in and for _____ County

(Signature)

NOTARY PUBLIC
SEAL

My Commission expires _____

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**

WCC 1/16/14

SIGNATURE BY A SOLE PROPRIETOR
(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 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 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the 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 8)

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 9)

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: The Board of Trustees of the University of Illinois

BUSINESS ADDRESS: 1901 South First Street, Suite A, Champaign IL 61820

BUSINESS TELEPHONE: (217) 333-2187 FAX NUMBER: (217) 239-6830

CONTACT PERSON: David W. Richardson, AVCR/Director, OSP

FEIN: 37-6000511 *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

COMPROLLER
**SIGNATURE OF PRESIDENT: Walter K. Murray

ATTEST: N/A _____ (CORPORATE SECRETARY)

Subscribed and sworn to before me this
16 day of January, 2014

x Nancy Berkman
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.

UNIVERSITY OF ILLINOIS

THE GENERAL RULES CONCERNING UNIVERSITY ORGANIZATION AND PROCEDURE



AMENDED: JANUARY 24, 2013

ARTICLE II. BUSINESS ORGANIZATION AND POLICIES

SECTION 1. THE COMPTROLLER

As an officer of the Board of Trustees, and in accordance with the Bylaws of the board, the comptroller shall:

- (a) Approve for the board all expenditures for which a general or specific appropriation has been made by the board.
- (b) Assist the finance and audit committee of the board in matters pertaining to the handling of funds and investments.
- (c) Report to the board quarterly the financial condition and operation of the University and on other matters at times as the board may direct.
- (d) Sign contracts to which the University is a party unless otherwise ordered by the board in specific cases.
- (e) Perform such other functions as may be assigned by the Board of Trustees.

SECTION 2. THE VICE PRESIDENT/CHIEF FINANCIAL OFFICER

Functioning under authority delegated by the president, the vice president/chief financial officer shall: be the general business officer of the University and be responsible for the business and financial functions of the campuses of the University, including the business and finance components of all capital project development and implementation.

SECTION 3. BUSINESS POLICIES AND PROCEDURES

- (a) No financial obligation shall be entered into except on authority of the board and after a general or specific appropriation has been made by the board allocating funds therefore, as evidenced by its records, and after having been approved by the vice president/chief financial officer. All allocations of funds made by the Board of Trustees, including those made from funds appropriated to the University by the State of Illinois, shall expire at the end of the fiscal year, June 30, unless otherwise especially ordered.
- (b) For accounting purposes, the fiscal year of the University shall begin with the first day of July of each year and end on the thirtieth day of June next succeeding.

(c) No department or unit shall receive any monies directly unless authorized by the vice president/chief financial officer to do so. All monies shall be accounted for and paid over in such manner as the vice president/chief financial officer shall direct.

(d) The vice president/chief financial officer is authorized to establish and administer petty cash funds where necessary for the prompt and efficient handling of university business, provided that no single fund of more than \$1,000 may be established without specific action of the Board of Trustees. The board shall designate the banks in which petty cash funds in excess of \$1,000 may be deposited.

(e) The vice president/chief financial officer is permitted to act as treasurer of student and other organizations affiliated with the University, but in so doing shall not thereby create any liability on the part of the Board of Trustees of the University of Illinois. In all cases, the accounts of these organizations shall be kept separate from the university accounts, and the funds of such organizations shall be kept apart from university funds.

(f) All employees shall be bonded in adequate amount and form, to be determined by the board, the expense thereof to be paid by the University.

SECTION 4. AWARD AND EXECUTION OF UNIVERSITY CONTRACTS

(a) All contracts shall be awarded by the Board of Trustees in accordance with applicable state and federal law and University policies and rules. Contracts involving major changes in or deviations from University policies and rules shall be approved specifically by the Board of Trustees.

(b) All contracts, other than purchase orders, shall be executed at least in duplicate, and the original thereof shall be filed with the secretary of the Board of Trustees and remain in the custody of the secretary. A report shall periodically be made to the Board of Trustees by the comptroller of all contracts executed on behalf of the University, as the Board may require.

(c) Contracts relating to appointments to the staff may be executed by the secretary of the Board of Trustees. Agreements providing for the appointments of resident physicians and dentists may be executed by the chief of staff of the University of Illinois Hospital. Purchase orders issued pursuant to awards made by the Board of Trustees may be executed by the University official in charge of the purchasing activity as designated by the comptroller. Assurances and certifications related to research may be executed by the campus vice chancellor for research or, where there is no vice chancellor for research, the chancellor or their delegates. Unless otherwise ordered by the Board of Trustees in specific cases, other contracts to which the University is a party shall be executed by the comptroller of the University.

(d) The awarding of procurement contracts involving expenditures of University funds are governed by state procurement law.

(e) The Board of Trustees shall specifically authorize procurement contracts (excluding change orders) and leases involving payments by the University in one fiscal year in excess of such dollar amounts as the Board of Trustees may specify from time to time ("the Board limit") unless in the president's opinion necessity requires immediate action. The president, after consulting with each member of the executive committee of the Board who can reasonably be contacted, may approve emergency transactions in excess of the Board limit on behalf of the Board of Trustees and report the same promptly to the Board. If the amount of the emergency transaction exceeds such dollar amounts as the Board of Trustees may specify from time to time the president must consult with all Board members who can reasonably be contacted before approving the emergency action.

(f) The comptroller is authorized to approve on behalf of the Board of Trustees procurements, intergovernmental contracts, leases, and other contracts and contract change orders not expressly requiring prior specific Board authorization and shall report such approvals to the Board as the Board may direct. The requirement for specific Board approval above the Board limit does not apply to, or supersede previous actions of the Board authorizing, the execution of those types and classes of contracts that the Board of Trustees has authorized to be executed without its prior specific approval, such as farm leases; purchases of food products, grain, livestock, fertilizer, and natural gas; procurements of generic commodities on joint bids with other State institutions; group procurement contracts deemed to offer economic benefit to the University that comply with State law; purchases for resale to students and others; procurements of other commodities that the Board may exempt; contracts for cultural and entertainment presentations; subcontracts and subgrants for research, gifts or grants awarded by the Board; contracts involving University Press publications; and any other transactions that the Board may specify.

(g) The seal of the University shall be in the custody of the secretary of the Board of Trustees.

(h) The comptroller and secretary are authorized to delegate to responsible members of the staff of the University authority to sign contracts in the name of the comptroller and the secretary of the Board, as the case may require.

(i) All bids received for a specific item or project may be rejected, without referral to the Board of Trustees in accordance with state law.

SECTION 5. DRAFTING AND APPROVAL OF UNIVERSITY CONTRACTS

(a) Contracts shall be drafted in tentative form by the University administrator best acquainted with the subject matter and in whose department rests the responsibility for performance and shall be approved by the comptroller or his/her delegate unless otherwise provided by the *Statutes* of the University or by other action of the Board of Trustees.

(b) Contracts are subject to review and approval as to legal form and validity by the University counsel in accordance with University policies and rules. The policies and rules shall reflect best business practices and shall be subject to modification from time to time as warranted.

SECTION 6. RESEARCH GIFTS, GRANTS, AND CONTRACTS

(a) Sponsored Research Generally. Research conducted under the auspices of the University may be supported in whole or in part through funds provided by outside entities in the form of research gifts, research grants, or research contracts. Third-party offers to fund research activities by gift, grant of financial assistance, or contract must be reviewed and approved by the appropriate University administrative offices before formal acceptance by the University president (or his/her delegate) in the case of gifts, and by the University comptroller (or his/her delegate) in the case of grants and contracts. Faculty and staff may conduct preliminary negotiations with prospective research sponsors with the prior knowledge and approval of the department head or other appropriate administrative officer and the dean or director if required by college policy but have no authority to bind the University to a contract. Staff within the relevant University department will direct and conduct the sponsored research. The administrative coordination of research programs shall be under the Agricultural Experiment Station for units in the College of Agricultural, Consumer and Environmental Sciences and under the Office of Vice Chancellor for Research (OVCR) or the Chancellor's Office where there is no OVCR.

(b) Research Results. Contracts for research shall conform to the rules regarding intellectual property as specified in Article III. The sponsor may receive preferential consideration in the disposition of the invention or discovery as provided in Article III, Section 7(p). Unless otherwise permitted by the Board of Trustees, the University shall not permanently grant or convey to a sponsor the exclusive benefits of the results of any investigation or research. The University will retain original records of investigation and research and may furnish reports or copies of such records to the sponsor. The sponsor may not use any University trademark, service mark, trade name or other such property without the prior approval of the University president or his/her delegate.

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

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

Shm E. M
COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 24 DAY OF January, 2014.

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

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

1341-13214

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 46,124²²
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

Not required
ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)