

**PROFESSIONAL SERVICES AGREEMENT**

**CONTRACT NO. 1353-13117**

**LEGAL ADVICE DESK FOR EVICTION COURT DEFENDANTS**

BETWEEN



COOK COUNTY GOVERNMENT

OFFICE OF THE CHIEF JUDGE

AND

THE CHICAGO BAR FOUNDATION

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

MAY 21 2014

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# PROFESSIONAL SERVICES AGREEMENT

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## **AGREEMENT**

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and THE CHICAGO BAR FOUNDATION, doing business as a Not-for-Profit of the State of Illinois, hereinafter referred to as "Contractor", pursuant to authorization by the Cook County Board of Commissioners on May 21, 2014, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

## **BACKGROUND**

*The County of Cook issued a Request for Proposals "RFP" for Legal Advice Desk for Eviction Court Defendants. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Contractor was selected based on the proposal submitted and evaluated by the County representatives.*

*Contractor represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.*

**NOW, THEREFORE**, the County and Contractor agree as follows:

## **TERMS AND CONDITIONS**

### **ARTICLE 1: INCORPORATION OF BACKGROUND**

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

### **ARTICLE 2: DEFINITIONS**

#### **a) Definitions**

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

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

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

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

"**Department**" means the Cook County 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, suppliers and materials providers, whether or not in privity with Contractor.

**b) Interpretation**

- i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

**c) Incorporation of Exhibits**

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

- Exhibit 1: Scope of Services
- Exhibit 2: Schedule of Compensation
- Exhibit 3: Evidence of Insurance
- Exhibit 4: Board Authorization

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

**a) Scope of Services**

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

**b) Deliverables**

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

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

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

**c) Standard of Performance**

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

Contractor must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

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

**d) Personnel**

**i) Adequate Staffing**

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

ii) **Key Personnel**

Contractor must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Department may at any time in writing notify Contractor that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 2, Statement of Work.

iii) **Salaries and Wages**

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

e) **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**

**Insurance Requirements of the Contractor**

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

Contractor shall require all Subcontractors to maintain the types of insurance coverage they currently carry at a level no less than the dollar amount they carry as of January 1, 2014.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

**Coverages**

i.) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of
  - \$500,000 each Accident
  - \$500,000 each Employee
  - \$500,000 Policy Limit for Disease

ii.) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Completed Operations Aggregate	\$ 2,000,000

The General Liability policy shall include the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause

iii) **Commercial Automobile Liability Insurance**

When any automobiles are used in the performance of this contract, Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

iv) **Professional Liability**

Subcontractors performing services for the Contractor must maintain professional liability insurance coverage at a level no less than the dollar amount they carry as of January 1, 2014.

**Additional requirements**

i) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, must name Cook County, its officials, employees and agents as additional insureds with respect to operations performed. Contractor's insurance shall be primary and non-contributory with any insurance maintained by Cook County.

ii) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

iii) **Insurance Notices**

Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

iv) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) **Indemnification**

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

**h) Confidentiality and Ownership of Documents**

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

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

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

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

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

**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 Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

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

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

**k) Subcontracting or Assignment of Contract or Contract Funds**

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

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

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

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

**l) Professional Social Services**

In accordance with 34-146, of the Cook County Procurement Code, all Consultants 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 Consultant 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 Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant 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 transition 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 takes effect when approved by the Cook County Board and its term shall begin on September 1, 2014 ("**Effective Date**") and continue until August 30, 2017 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

**b) Timeliness of Performance**

- i) Contractor must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 2. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits described in this Section 4.2 may result in economic or other losses to the County.
- ii) Neither Contractor nor Contractor's agents, employees or Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

**c) Agreement Extension Option**

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

**ARTICLE 5: COMPENSATION**

**a) Basis of Payment**

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

**b) Method of Payment**

All invoices submitted by the Contractor shall be in accordance with the cost provisions according to the Schedule of Compensation in the attached Exhibit 2. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the 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 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

**d) Non-Appropriation**

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

**e) Taxes**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

**f) Price Reduction**

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

**g) Contractor Credits**

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

**ARTICLE 6: DISPUTES**

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

**ARTICLE 7: COMPLIANCE WITH ALL LAWS**

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

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

**ARTICLE 8: SPECIAL CONDITIONS**

**a) Warranties and Representations**

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

- i) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible Contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

- vi) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.1 and 9.3.

**b) Ethics**

- i) In addition to the foregoing warranties and representations, Contractor warrants:
  - (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) Joint and Several Liability**

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

**d) Business Documents**

At the request of the County, Contractor must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

**e) Conflicts of Interest**

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

- ii) Contractor covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Contractor must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Contractor is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Contractor's past or present clients. If Contractor becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- v) The Contractor further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.11 of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Contractor's Services for others conflict with the Services Contractor is to render for the County under this Agreement, Contractor must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

**f) Non-Liability of Public Officials**

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

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

**a) Events of Default Defined**

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the County.
- ii) Contractor's material failure to perform any of its obligations under this Agreement including the following:
  - (a) Failure due to a reason or circumstances within Contractor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
  - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
  - (d) Discontinuance of the Services for reasons within Contractor's reasonable control; and
  - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.

- iv) Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- (v) Failure to comply with Section 7a. in the performance of the Agreement.
- (vi) Contractor's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

**b) Remedies**

The occurrence of any event of default permits the County, at the County's sole option, to declare Contractor in default. The Chief Procurement Officer may in his sole discretion give Contractor an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Contractor in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Contractor written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Contractor fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the County would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Contractor under this Section 9.2;

- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Contractor's compensation under this Agreement;
- vi) The right to consider Contractor non-responsible in future contracts to be awarded by the County.

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

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

**c) Early Termination**

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

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

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

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

**d) Suspension**

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

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

**e) Right to Offset**

- i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

- (i) if the County terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;
- (ii) if the County exercises any of its remedies under Section 9.2 of this Agreement; or
- (iii) if the County has any credits due or has made any overpayments under this Agreement.

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

**f.) Delays**

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

**g.) Prepaid Fees**

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

**ARTICLE 10: GENERAL CONDITIONS**

**a) Entire Agreement**

- i) **General**

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

**ii) No Collateral Agreements**

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

**iii) No Omissions**

Contractor acknowledges that Contractor was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

**b) Counterparts**

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

**c) Modifications and Amendments**

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

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

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

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

**d) Governing Law and Jurisdiction**

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

**e) Severability**

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

**f) Assigns**

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

**g) Cooperation**

Contractor must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

**h) Waiver**

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

Whenever under this Agreement the County by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the County's or Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Contractor in writing.

**i) Independent Contractor**

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

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

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

**j) Governmental Joint Purchasing Agreement**

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

**ARTICLE 11: NOTICES**

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Office of the Chief Judge  
50 West Washington, Room 201  
Chicago, Illinois 60602  
Attention: Department Director

and

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

If to Contractor: Chicago Bar Foundation  
321 South Plymouth Court, Suite 3B  
Chicago, IL 60604  
Attention:

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

**ARTICLE 12: AUTHORITY**

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

**EXHIBIT 1**

**Scope of Services**

## SCOPE OF SERVICES

The Chicago Bar Foundation shall oversee the operation of the Circuit Court of Cook County Legal Advice Desk for Eviction Court Defendants program currently located on the sixth floor of 50 West Washington Street of the Richard J. Daley Center Chicago, Illinois.

The Court has operated the Legal Advice Desk for Eviction Court Defendants on the sixth floor, 50 West Washington Street of the Richard J. Daley Center since 1987, through contracted services. The desk serves the needs of the community by offering accessible free legal services to approximately 4,000 indigent and working-poor civil litigants each year. The desk often serves as their sole means of obtaining legal advice. Many of those using the services of the help desk are minorities. Many are Hispanic, Polish, and foreign born. Approximately 18 percent are disabled. While some Advice Desk cases involve contract or tort matters, most are cases of tenants facing eviction in Landlord/Tenant Court. The great majority of defendants are in eviction court for nonpayment of rent. In such cases, the Advice Desk may be the tenant's only hope of either avoiding or delaying eviction. Another important function of the Advice Desk is to assist the Court in promoting the more efficient administration of justice by advising and in some cases representing defendants in court who have difficulty navigating the court system.

The nature of the work provided by the Advice Desk includes interviewing litigants; counseling them about their legal options; negotiating with opposing counsel on their behalf; assisting them in the drafting of written motions and pleadings; and helping prepare them for self-representation in court. In addition, the Advice Desk provides full representation through motion practice, discovery, and trial, if necessary, to approximately 100 clients each year. Candidates for direct representation are referred to the Advice Desk by judges and their clerks. Either the Advice Desk supervising attorney is called to one of the five Landlord/Tenant Courts to assist clients or clients are referred to the Advice Desk by the Court. In certain cases, defendants who come directly to the Advice Desk and are unable to represent themselves because of mental or physical disabilities or age are represented in court by the supervising attorney of the Advice Desk. Mentally or physically disabled persons and seniors make up the vast majority of the court referrals. These representation services have traditionally been known by the Court as the "Tenant Prejudgment Project."

The Tenant Prejudgment Project provides prejudgment advice and representation to a selected number of tenants in forcible cases. The Tenant Prejudgment Project resulted from the concerns documented in a report published in 1996 by the Lawyers' Committee for Better Housing, Inc., *Time to Move: The Denial of Tenants' Rights in Chicago Eviction Court*. The report dramatically illustrated the problems associated with the glaring lack of legal representation for tenants facing eviction. Thousands of Chicago area tenants face displacement proceedings in court each year. The large majority of tenants attempting to retain possession of their homes appear before the Court pro se. Most are poor, working minorities, often single mothers and their children, who can afford to pay little rent. The prospect of becoming homeless is very real for many of the tenants and their families. Eviction is cited as the second leading cause of homelessness by persons in Chicago's shelters.

The Tenant Prejudgment Project has two components. The first involves the provision of legal counseling and advice to pro se tenants during the "prejudgment" period - meaning before the tenant's case is ruled on by the judge. Advice Desk staff interview clients, assess the merits of the case, explain the relevant landlord-tenant law to the client, advise clients on strategies and theories for presenting meritorious defenses prior to trial, and refer meritorious cases for representation to legal services organizations. Frequently, Advice Desk staff negotiate with the plaintiff's attorney (or the plaintiff if pro se), work out agreed-upon orders, and appear before the judge for the entry of these orders. The second component of the Tenant Prejudgment Project involves Advice Desk attorneys engaging in full representation of clients. While many clients are referred to outside legal services, the Advice Desk accepts cases for direct representation which have a combination of merit and compelling circumstances (for example, the client is disabled or elderly, or the client's case is unlikely to fit within the case-selection criteria for representation by other legal service organizations). For these clients, Advice Desk lawyers file an appearance and provide comprehensive representation, including filing any necessary pleadings and counterclaims, conducting discovery, out-of-court negotiation with opposing counsel, and in court representation at trial.

Since the Advice Desk has limited resources to provide full representation to most of its tenant clients, it refers most cases to outside legal service providers. Since only a limited number of lawyers are available for such referrals, the Advice Desk refers the most complicated meritorious cases, i.e., those in which pro se defendants cannot adequately represent themselves even with pro se advice from the Advice Desk. It does not refer the types of meritorious cases where pro se tenants with proper pre-judgment advice and counseling services from the Advice Desk can properly represent themselves in court and achieve favorable outcomes. These include cases where the defendants have technical defenses such as challenging the form of a five-day notice.

It is also important to recognize that many court visitors make use of the Advice Desk for general directions or instructions concerning a wide variety of court matters unrelated to landlord-tenant issues. As representatives of the Court, Advice Desk staff is expected to assist such visitors in every way possible.

Legal advice provided to certain tenants through the Tenant Prejudgment Project is essential to allow the selected tenants to understand the issues and law relating to their case.

The Chicago Bar Foundation shall independently operate the Advice Desk, for the purpose of providing full-time, on-site legal advice, counseling, referral services, and direct representation for pro se litigants in the Forcible Entry and Detainer Section, Municipal District One, Circuit Court of Cook County. As representatives of the Court, the Advice Desk staff shall be knowledgeable concerning court proceedings, nuances of legal practice in the Circuit Court of Cook County, and Court layouts.

The Chicago Bar Foundation shall operate the Advice Desk, from 8:30 A.M. to 4:30 P.M., Monday through Friday, year round, with the exception of court holidays, when the courthouse is closed.

The Advice Desk shall be staffed, at all times, by at least three persons, including: (1) a full-time supervising attorney; (2) a full-time attorney; and (3) a desk assistant, either a licensed attorney, an unlicensed law school graduate, a law student, or a paralegal. Persons occupying these positions may differ day-to-day, as long as the change in staffing does not disrupt Advice Desk operations or diminish the quality of services. Additionally, the Proposer must have sufficient legal resources to represent at least 100 clients in court for each program year.

The full-time supervising attorney must be licensed to practice law before all courts in the State of Illinois. The attorney must be registered and in good standing with the Illinois Registration and Disciplinary Commission of the Supreme Court of Illinois. The supervising attorney must have a minimum of five years in the general practice of law, including the trial of cases in court. Further, the supervising attorney must have a minimum of five years' experience in cases involving landlord/tenant, foreclosures, evictions, and other matters routinely heard in the Forcible Entry and Detainer Section of the Circuit Court of Cook County, Municipal District One.

The full-time attorney must also be licensed to practice law before all courts in the State of Illinois. The attorney must be registered and in good standing with the Illinois Registration and Disciplinary Commission of the Supreme Court of Illinois. The attorney must have a minimum of two years in the general practice of law, including the trial of cases in court.

Currently the Advice Desk occupies approximately 375 square feet of dedicated but open space in Room 602. The space is not enclosed by walls or cubicles and does not have dedicated washroom facilities. The Chicago Bar Foundation will contribute personnel, supplies, computer equipment, and other resources necessary to operate the Advice Desk to compile statistical information for periodic reporting to the court. The current existing information system configuration includes six computers and one printer. Information reports, required quarterly, shall include the number and demographics of clients assisted, the nature of the assistance provided, and details of direct representation services. Demographics shall be defined as age, number in family, address of property, case number, how long in apartment, CHA/non CHA, rent owed, defenses, other extenuating circumstances, i.e. mental/physical handicapped individual in household, language barrier, language spoken, prior evictions, and services provided.

The Court will supply, at no cost to The Chicago Bar Foundation, space and building utilities for operation of the Advice Desk, signage, and furniture for both staff and visitors, including six desks, 27 chairs, and one filing cabinet, telephone service. The Court will also supply a copier, including toners, staples, and paper supplies, at no cost to The Chicago Bar Foundation. The Chicago Bar Foundation's cost proposal includes all costs for staffing, computers and computer software, printers and any contractual services; such as internet access, equipment maintenance, office supplies, training, travel, and business incidentals.

The Cost Proposal is all inclusive: no additional billings will be accepted for additional operating expenses, unless by agreement, as set forth in Professional Service Agreement Article 10, General Conditions, Modifications and Amendments.

EXHIBIT 1

Scope of Services

## SCOPE OF SERVICES

The Chicago Bar Foundation shall oversee the operation of the Circuit Court of Cook County Legal Advice Desk for Eviction Court Defendants program currently located on the sixth floor of 50 West Washington Street of the Richard J. Daley Center Chicago, Illinois.

The Court has operated the Legal Advice Desk for Eviction Court Defendants on the sixth floor, 50 West Washington Street of the Richard J. Daley Center since 1987, through contracted services. The desk serves the needs of the community by offering accessible free legal services to approximately 4,000 indigent and working-poor civil litigants each year. The desk often serves as their sole means of obtaining legal advice. Many of those using the services of the help desk are minorities. Many are Hispanic, Polish, and foreign born. Approximately 18 percent are disabled. While some Advice Desk cases involve contract or tort matters, most are cases of tenants facing eviction in Landlord/Tenant Court. The great majority of defendants are in eviction court for nonpayment of rent. In such cases, the Advice Desk may be the tenant's only hope of either avoiding or delaying eviction. Another important function of the Advice Desk is to assist the Court in promoting the more efficient administration of justice by advising and in some cases representing defendants in court who have difficulty navigating the court system.

The nature of the work provided by the Advice Desk includes interviewing litigants; counseling them about their legal options; negotiating with opposing counsel on their behalf; assisting them in the drafting of written motions and pleadings; and helping prepare them for self-representation in court. In addition, the Advice Desk provides full representation through motion practice, discovery, and trial, if necessary, to approximately 100 clients each year. Candidates for direct representation are referred to the Advice Desk by judges and their clerks. Either the Advice Desk supervising attorney is called to one of the five Landlord/Tenant Courts to assist clients or clients are referred to the Advice Desk by the Court. In certain cases, defendants who come directly to the Advice Desk and are unable to represent themselves because of mental or physical disabilities or age are represented in court by the supervising attorney of the Advice Desk. Mentally or physically disabled persons and seniors make up the vast majority of the court referrals. These representation services have traditionally been known by the Court as the "Tenant Prejudgment Project."

The Tenant Prejudgment Project provides prejudgment advice and representation to a selected number of tenants in forcible cases. The Tenant Prejudgment Project resulted from the concerns documented in a report published in 1996 by the Lawyers' Committee for Better Housing, Inc., *Time to Move: The Denial of Tenants' Rights in Chicago Eviction Court*. The report dramatically illustrated the problems associated with the glaring lack of legal representation for tenants facing eviction. Thousands of Chicago area tenants face displacement proceedings in court each year. The large majority of tenants attempting to retain possession of their homes appear before the Court pro se. Most are poor, working minorities, often single mothers and their children, who can afford to pay little rent. The prospect of becoming homeless is very real for many of the tenants and their families. Eviction is cited as the second leading cause of homelessness by persons in Chicago's shelters.

The Tenant Prejudgment Project has two components. The first involves the provision of legal counseling and advice to pro se tenants during the "prejudgment" period - meaning before the tenant's case is ruled on by the judge. Advice Desk staff interview clients, assess the merits of the case, explain the relevant landlord-tenant law to the client, advise clients on strategies and theories for presenting meritorious defenses prior to trial, and refer meritorious cases for representation to legal services organizations. Frequently, Advice Desk staff negotiate with the plaintiff's attorney (or the plaintiff if pro se), work out agreed-upon orders, and appear before the judge for the entry of these orders. The second component of the Tenant Prejudgment Project involves Advice Desk attorneys engaging in full representation of clients. While many clients are referred to outside legal services, the Advice Desk accepts cases for direct representation which have a combination of merit and compelling circumstances (for example, the client is disabled or elderly, or the client's case is unlikely to fit within the case-selection criteria for representation by other legal service organizations). For these clients, Advice Desk lawyers file an appearance and provide comprehensive representation, including filing any necessary pleadings and counterclaims, conducting discovery, out-of-court negotiation with opposing counsel, and in court representation at trial.

Since the Advice Desk has limited resources to provide full representation to most of its tenant clients, it refers most cases to outside legal service providers. Since only a limited number of lawyers are available for such referrals, the Advice Desk refers the most complicated meritorious cases, i.e., those in which pro se defendants cannot adequately represent themselves even with pro se advice from the Advice Desk. It does not refer the types of meritorious cases where pro se tenants with proper pre-judgment advice and counseling services from the Advice Desk can properly represent themselves in court and achieve favorable outcomes. These include cases where the defendants have technical defenses such as challenging the form of a five-day notice.

It is also important to recognize that many court visitors make use of the Advice Desk for general directions or instructions concerning a wide variety of court matters unrelated to landlord-tenant issues. As representatives of the Court, Advice Desk staff is expected to assist such visitors in every way possible.

Legal advice provided to certain tenants through the Tenant Prejudgment Project is essential to allow the selected tenants to understand the issues and law relating to their case.

The Chicago Bar Foundation shall independently operate the Advice Desk, for the purpose of providing full-time, on-site legal advice, counseling, referral services, and direct representation for pro se litigants in the Forcible Entry and Detainer Section, Municipal District One, Circuit Court of Cook County. As representatives of the Court, the Advice Desk staff shall be knowledgeable concerning court proceedings, nuances of legal practice in the Circuit Court of Cook County, and Court layouts.

The Chicago Bar Foundation shall operate the Advice Desk, from 8:30 A.M. to 4:30 P.M., Monday through Friday, year round, with the exception of court holidays, when the courthouse is closed.

The Advice Desk shall be staffed, at all times, by at least three persons, including: (1) a full-time supervising attorney; (2) a full-time attorney; and (3) a desk assistant, either a licensed attorney, an unlicensed law school graduate, a law student, or a paralegal. Persons occupying these positions may differ day-to-day, as long as the change in staffing does not disrupt Advice Desk operations or diminish the quality of services. Additionally, the Proposer must have sufficient legal resources to represent at least 100 clients in court for each program year.

The full-time supervising attorney must be licensed to practice law before all courts in the State of Illinois. The attorney must be registered and in good standing with the Illinois Registration and Disciplinary Commission of the Supreme Court of Illinois. The supervising attorney must have a minimum of five years in the general practice of law, including the trial of cases in court. Further, the supervising attorney must have a minimum of five years' experience in cases involving landlord/tenant, foreclosures, evictions, and other matters routinely heard in the Forcible Entry and Detainer Section of the Circuit Court of Cook County, Municipal District One.

The full-time attorney must also be licensed to practice law before all courts in the State of Illinois. The attorney must be registered and in good standing with the Illinois Registration and Disciplinary Commission of the Supreme Court of Illinois. The attorney must have a minimum of two years in the general practice of law, including the trial of cases in court.

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The Cost Proposal is all inclusive: no additional billings will be accepted for additional operating expenses, unless by agreement, as set forth in Professional Service Agreement Article 10, General Conditions, Modifications and Amendments.



**THE CHICAGO BAR FOUNDATION**

**PROPOSAL FOR  
LEGAL ADVICE DESK FOR EVICTION COURT DEFENDANTS**

**RFP# 1353-13117**

**JANUARY 30, 2014**

**SUBMITTED BY THE CHICAGO BAR FOUNDATION**

**321 S. PLYMOUTH CT, SUITE 3B**

**CHICAGO, ILLINOIS 60604**

**312/554-1204**

**312/554-1203 (FAX)**

**[dmerrell@chicagobar.org](mailto:dmerrell@chicagobar.org) or [bglaves@chicagobar.org](mailto:bglaves@chicagobar.org)**

## SECTION 7.2.2 - EXECUTIVE SUMMARY

### *Company Name/Point of Contact for RFP:*

- Name: The Chicago Bar Foundation
- Address: 321 S. Plymouth Court, Suite 3B, Chicago, IL 60604
- Phone/Fax: 312-554-1204 (phone) and 312-554-1203 (fax)
- Point of Contact for this RFP:

Dina Merrell - Associate Director

312/554-1206 or [dmerrell@chicagobar.org](mailto:dmerrell@chicagobar.org)

or

Bob Glaves - Executive Director

312/554-1205 or [bglaves@chicagobar.org](mailto:bglaves@chicagobar.org)

### *Brief Overview of the Proposed Services*

The Chicago Bar Foundation (CBF) proposes to contract with Cook County and the Circuit Court of Cook County to oversee the operations of the Circuit Court of Cook County Legal Advice Desk for Eviction Court Defendants ("Advice Desk").

Under Contract number 11-41-19 and previous agreements dating back to 2008, the CBF has effectively managed the operations of the Advice Desk for almost six years. Since 2008, the CBF has managed the Desk in partnership with CARPLS overseeing the day-to-day operations of the Desk and Chicago Legal Clinic assisting in direct representation of pro se clients referred from the Advice Desk by CARPLS staff.

Over the past 6 years that the CBF has partnered with the Court, CARPLS and Chicago Legal Clinic on the Advice Desk:

- Services to the public have significantly increased by more than 50%;
- CARPLS has provided a total of 41,300 legal consultations to 32,200 pro se litigants and made a total of 1,094 direct representation referrals to the Chicago Legal Clinic. Chicago Legal Clinic has accepted 896 of these referrals including 438 eviction cases, 389 consumer cases and 69 tort cases;
- Coordination with other relevant services has improved; and
- The County has saved money in relation to prior contracts for this Advice Desk at the same time services have significantly expanded.

The Desk now provides more than 7,000 individual legal consultations each year on a variety of cases pending in the First Municipal District, including eviction, torts and consumer debt. On average, CARPLS attorneys draft over 1,400 individual self-help packets annually on a wide range of municipal court pleading from motions to quash, motions to vacate, motions to dismiss, motions to continue, motions to stay, and more. Litigants with more complex matters or who are otherwise unable to proceed pro se are referred by CARPLS to Chicago Legal Clinic for direct

representation services including in-court representation. Each year, Chicago Legal Clinic represents at least 150 unrepresented people with appropriate cases. In this context, "appropriate" means they have a complicated meritorious claim, counterclaim or defense, the client has compelling circumstances, and/or cannot adequately represent him or herself even with advice and assistance from Desk staff.

As noted in the attached cost proposal, with \$154,021.50 (a 3% increase from the current contract amount to cover increased costs) in County funds for the first year, \$159,091 in Year 2 and \$164,290 in Year 3, the CBF proposes to match that amount dollar-for-dollar for the full term of the contract. In summary, the CBF commits to the following over the next three years (and will do so for five years if the County chooses that option):

- Provide grant funding for CARPLS to provide core Advice Desk services (advice, brief assistance and referrals where appropriate and necessary);
- Provide grant funding for Chicago Legal Clinic to work with the CARPLS Advice Desk staff to provide in-court representation to at least 150 people in appropriate matters;
- Provide guidance and expertise on the management of the Advice Desk;
- Regularly monitor the services provided at the Advice Desk;
- Promote pro bono opportunities for the Advice Desk through The Chicago Bar Association, other bar groups and the larger legal community;
- Ensure coordination with other relevant pro bono, legal aid and court services serving the First Municipal Division; and
- Continue to convene and staff a Pro Se Advisory Committee, which is made up of key stakeholders and provides guidance and recommendations for this Advice Desk as well as other court-based pro bono and pro se assistance initiatives to maximize efficiency and effectiveness of these services for the court and the public.

We anticipate that with these dedicated funds the Program will:

- Continue on an annual basis to provide about 7,000 individual legal consultations;
- At least 150 people referred by the Advice Desk will be represented by Chicago Legal Clinic;
- Provide a broad range of services and referrals, coordinate with other relevant services; and
- Ultimately continue to save the County money.

The past six years that the Advice Desk has been under the CBF's management have been a great success. Since the CBF has partnered with the Court, CARPLS and Chicago Legal Clinic on this Program, services to the public have significantly increased by more than 50%; coordination with other relevant services has improved; and the County has saved money in relation to prior contracts. The Desk continues to provide a great benefit to the Circuit Court and the public by helping thousands of Cook County residents who would otherwise appear in the First Municipal Division court without any assistance. The First Municipal Division operates much more smoothly and effectively due to the legal assistance, direct representation and referrals provided by CARPLS and Chicago Legal Clinic.

***Key Personnel Who Will Be Responsible for Services to Be Provided***

Bob Glaves and Dina Merrell will have direct responsibility for overseeing the Advice Desk and regular monitoring of the work of the CBF's organizational partners, CARPLS and Chicago Legal Clinic, through the CBF's Pro Se Advisory Committee and our comprehensive grantmaking and grant monitoring process.

In his 14-year tenure at the CBF, Bob Glaves has been actively involved in developing the many CBF-sponsored advice desks in the Circuit Court of Cook County (and Federal Court and the City Administrative Court as well). He is recognized both locally and nationally as an expert on development of effective pro se assistance mechanisms and continues to work closely with the Circuit Court and the County on these issues. He has overseen the operations of the Eviction Advice Desk since 2008. In addition, he worked closely with the Presiding Judge of the Chancery Division to develop the Mortgage Foreclosure Mediation Program and has been responsible for the CBF's management and oversight of the legal aid and mediation components of the Program since the Program's inception in 2010.

Dina Merrell also is known for her expertise on court-based programs. She has extensive experience in pro bono and legal aid work, having managed the CBF's comprehensive grants program for over 9 years. In that role, she has worked closely with the many CBF-sponsored court-based advice desks and pro bono projects (including the Eviction Advice Desk), the staff who run these initiatives and the Court. She has overseen the operations of the Eviction Advice Desk since 2008 and is a current member of Judge Wright's Committee on the Eviction Court Bench Book. In addition, she has been responsible for the CBF's day-to-day management and oversight of the legal aid and mediation components of the Court's Mortgage Foreclosure Mediation Program since the Program's inception in 2010 and has participated in Program planning meetings to help improve the Program. Earlier in her career, she served as a staff attorney at a local legal aid organization where she represented tenants in eviction matters in Cook County.

The resumes for Bob Glaves and Dina Merrell are included with this proposal in Section 7.2.5, along with resumes of staff for the CBF's partner organizations, CARPLS and Chicago Legal Clinic. The primary team members from CARPLS and Chicago Legal Clinic are:

**CARPLS:**

- Allen C. Schwartz
- Patricia Wrona
- Catherine Schneider

Contact information: Allen C. Swartz, Executive Director, CARPLS, 17 N. State Street, Suite 850, Chicago, IL 60602, 312/421-4423, [aschwartz@carpls.org](mailto:aschwartz@carpls.org)

**Chicago Legal Clinic:**

- Edward I. Grossman
- Avani Kamdar

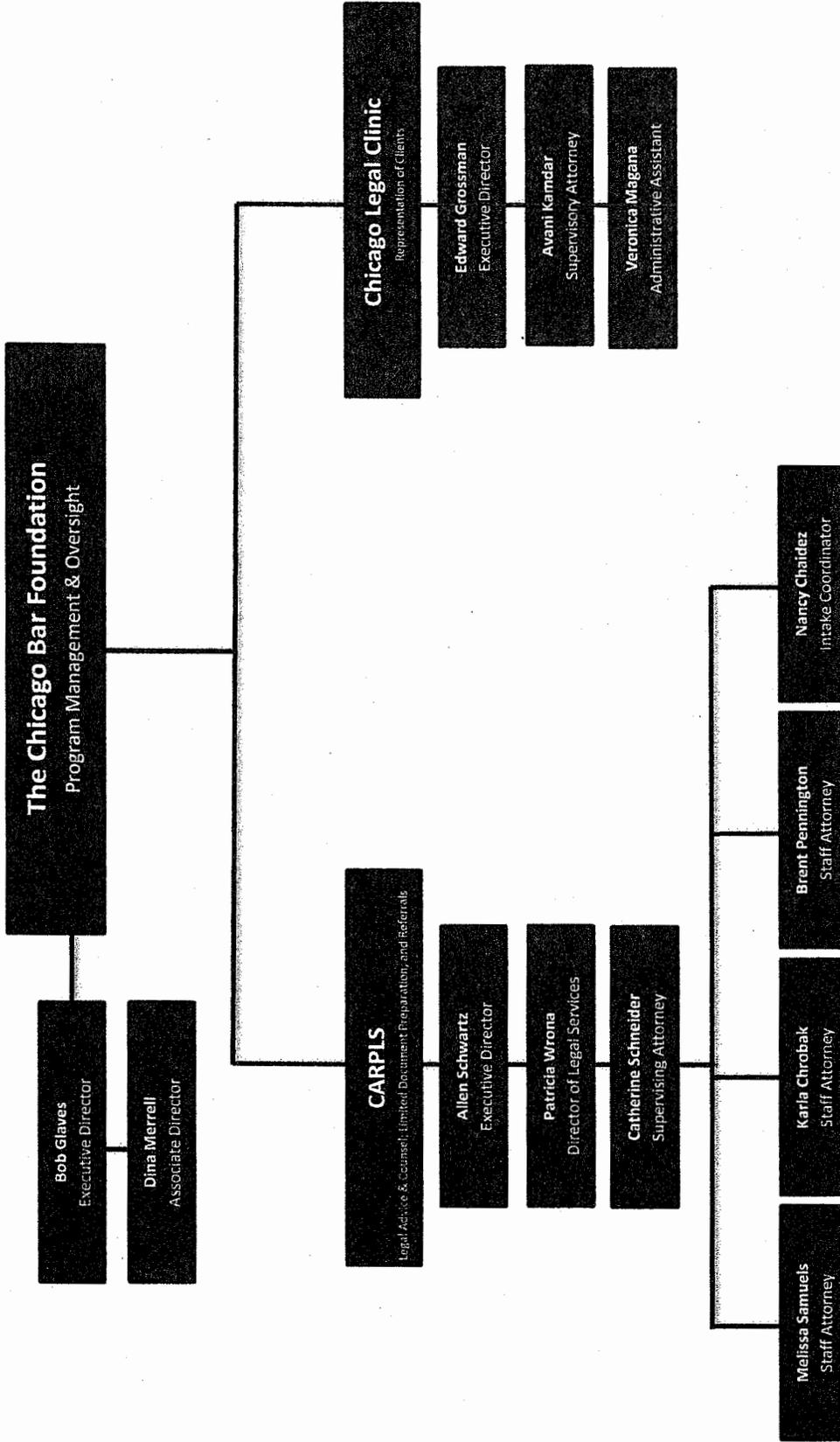
Contact information: Edward I. Grossman, Executive Director, Chicago Legal Clinic, 2938 E. 91st Street, Chicago, IL 60617, 773/731-1762, [egrossman@clclaw.org](mailto:egrossman@clclaw.org)

*Organization Chart for the Advice Desk*

The required organization chart is attached.

# Circuit Court of Cook County

## Municipal Advice Desk / Legal Advice Desk for Eviction Court Defendants



## SECTION 7.2.3 - QUALIFICATIONS OF THE PROPOSER

### *Organizational Information- The Chicago Bar Foundation*

- Name: The Chicago Bar Foundation
- Address: 321 S. Plymouth Court, Suite 3B, Chicago, IL 60604
- Phone/Fax: 312-554-1204 (phone) and 312-554-1203 (fax)
- Form of Co: 501(c)(3) corporation
- Date formed: June 25, 1948
- Company Principals: Bob Graves - Executive Director (14 years CBF/licensed attorney 22 years)  
Dina Merrell - Associate Director (9 years CBF/ licensed attorney 18 years)  
William F. Conlon – Board President (6 years on CBF Board/licensed attorney 43 years)  
Jesse Ruiz – 1<sup>st</sup> Vice President (4 years on CBF Board/licensed attorney 18 years)  
Allegra R. Nethery – 2<sup>nd</sup> Vice President (6 years on CBF Board/licensed attorney 18 years)  
Samuel Mendenhall – Treasurer (6 years on CBF Board/licensed attorney 22 years)  
Terrence J. Dee – Secretary (3 years on CBF Board/licensed attorney 21 years)
- FEIN: 36-6109584
- Licenses: Any applicable licenses will be presented at appropriate time
- The CBF is not a sole practitioner.
- The CBF does not have any real or potential conflict of interest that arises from bidding on this RFP or if selected, by entering into a contract with Cook County to provide the services outlined.

### *Organizational Overview*

The Chicago Bar Foundation brings the legal community together to improve access to justice for people in need and make the legal system more fair and efficient for everyone.

Through grants, advocacy, pro bono and partnerships, the CBF takes a system-wide approach to improving access to justice and focuses on objectives that are best achieved by the legal community working together.

More specifically, the CBF works to:

- Mobilize Chicago's legal community to use their time, money and influence to advance access to justice;
- Strengthen our community's pro bono and legal aid organizations;
- Enable dedicated lawyers to pursue careers in legal aid;
- Maximize opportunities for pro bono lawyers to effectively supplement the work of their legal aid counterparts; and
- Make the courts and legal system more user-friendly and accessible for those in need.

As the charitable arm of The Chicago Bar Association, the CBF's work is made possible by the generous contributions of thousands of dedicated lawyers and legal professionals, more than 200 law firms and corporations, and many other committed partners. Thanks to that strong support, the CBF awarded over \$4 million in grants in 2012 and continues to play a lead role in a number of innovative access to justice initiatives.

#### ***Organization's Track Record & History***

In 2013, the Chicago Bar Foundation celebrated its 65th anniversary as an organization, and over the past ten years the organization has grown substantially. A summary of the CBF's Fiscal Year 2013 accomplishments is attached in Appendix 2.

The CBF supports all of the major pro bono and legal aid organizations serving the Chicago area, and has spearheaded a number of groundbreaking initiatives with the Circuit Court over the past decade. In 2012, the organizations supported by the CBF handled over 190,000 cases on behalf of low-income and disadvantaged people from throughout Cook County.

One of the CBF's priorities within its larger mission to ensure that all Chicagoans have access to justice is to ensure that the court system is user-friendly and accessible to all, particularly those coming to court without lawyers. To further this priority, the CBF has a long history of working with the Circuit Court of Cook County. Over the past 10 years the CBF has worked with the Circuit Court to establish seven advice desks in various divisions of the Court which the CBF continues to support (a summary of those initiatives is attached in Appendix 2), as well as support the launch of an eviction advice desk in the Markham Courthouse in 2013. In 2012, more than 50,000 people were served by these CBF-sponsored advice desks in the Daley Center. In addition, the CBF sponsors advice desks in the U.S. District Court, the U.S. Bankruptcy Court, U.S. Immigration Court in Chicago, and in the City of Chicago's Department of Administrative Hearings.

The CBF has a long and solid history of contracting with the Circuit Court of Cook County to manage court-based programs, including some of the advice desks and other initiatives, and a solid track record of administering these programs for the Court. In all instances, the CBF donates 100% of its services involved with these programs, a significant in-kind contribution that

is conservatively valued at several hundred thousand dollars over the past decade, and provides additional grants for the CBF's organizational partners in these programs beyond the County funding as well. For the Legal Advice Desk for Eviction Court Defendants, the CBF is matching the County's contract funds dollar-for-dollar.

In addition, the key personnel for this proposal have been actively involved in developing the many CBF-sponsored advice desks in the Circuit Court of Cook County (and Federal Court and the City Administrative Court as well) and other court-based projects. Of particular note for this proposal, the CBF has successfully overseen the operations of the Advice Desk in partnership with the Circuit Court, CARPLS and Chicago Legal Clinic since 2008 (current contract number 11-41-19). Other contracts to administer court-based advice programs and desks include the Circuit Court's Mortgage Foreclosure Mediation Program, a contract the CBF has had since the program's launch in 2010 and recently renewed by the County (contract number 1323-12465A); an agreement since 1995 with the County to manage the Minor Guardianship Advice Desk (current contract number 10-41-201); and a Memorandum of Understanding reflecting the CBF's partnership with the Cook County Law Library that was approved by the County Board in the fall of 2013.

The CBF has a strong track record administering these court-based programs and advice desks. Thousands of unrepresented low-income people dealing with minor guardianship, eviction, consumer problems or mortgage foreclosure have received assistance through these initiatives. At the same time, each of these initiatives has had a positive impact on the Circuit Court. When people without lawyers come to court with their forms properly completed and information about their rights and obligations, the related court calls run more smoothly.

The CBF Circuit Court of Cook County Pro Se Advisory Committee ("CBF Pro Se Advisory Committee") provides guidance and recommendations for this Advice Desk as well as other court-based pro bono and pro se assistance initiatives to maximize efficiency and effectiveness of these services for the Court and the public. The CBF Pro Se Advisory Committee is co-chaired by Justice Mary Ann Mason and Judge Marjorie Laws and is made up of about 40 key stakeholders, including Circuit Court Judges and Appellate Court Justices; representatives from the offices of the Circuit Clerk, Sheriff, Cook County Law Library and many pro bono and legal aid organizations; and legal aid funders. The CBF staffs the Committee, which meets quarterly.

Another example of a court-based program in which the CBF is involved is Illinois JusticeCorps, an innovative program through which students serve as guides to make courts across Illinois more welcoming and less intimidating for people without lawyers. Illinois JusticeCorps recruits, trains and provides the necessary support for college and law students to provide this procedural and navigational assistance. Illinois JusticeCorps is an important complement to the legal assistance provided by court-based pro bono and legal aid programs and the services provided by clerks, law library staff and other court personnel. JusticeCorps volunteers help to demystify the legal process for people without lawyers by helping them find their way around the courthouse and connecting them with assistance available there, helping them to find and use appropriate online resources, and helping them with referrals to legal aid and other services. Many JusticeCorps students have diverse backgrounds with strong connections to client communities, and they often can provide legal information to people without lawyers in their own languages.

The CBF launched Illinois JusticeCorps as a pilot program in Chicago in 2009. In 2012, the CBF expanded JusticeCorps with AmeriCorps funding from the Serve Illinois Commission and additional funding and in-kind support from the CBF and The Illinois Supreme Court Commission on Access to Justice ("Commission"). The JusticeCorps program is now a partnership with the CBF and the Commission, and currently places volunteers in Circuit Courts in Chicago, Markham and Bloomington.

Finally, in addition to the court-based programs, advice desks and its overall support for the many pro bono and legal aid organizations serving people in the Circuit Court, the CBF continues to support and work closely with a number of other organizations and initiatives that work closely with the Circuit Court, including: the Center for Conflict Resolution (for pro bono mediation); three pro bono appointed counsel programs serving the Circuit Court (the Municipal Court Pro Bono Program as well as programs in the Chancery and Probate Divisions); and Illinois Legal Aid Online ([www.IllinoisLegalAidOnline.org](http://www.IllinoisLegalAidOnline.org) and <http://www.ayudalegalil.org>), which provides web-based information and resources for the public in English and Spanish and is used throughout the Court system.

***Number of Employees***

The CBF currently employs 11 professional full-time staff members; 8 are attorneys.

***Number of Years in Business***

The CBF was founded in 1948 and has been in business 65 years.

***B. Financial Statement***

The required audits are included in Section 7.2.8.

***C. Three (3) References Where Similar Solutions Have Been Implemented***

The CBF can provide a wide range of references to vouch for the effectiveness of its services in working with the courts in developing and managing court-based programs, advice desks, pro bono projects and related services. For this proposal, we are providing several judicial references who we think would be most relevant for the CBF's proposal for the particular services under the Legal Advice Desk for Eviction Defendants. At the County's or Court's request, we will provide more references.

**Reference # 1 – Mortgage Foreclosure Mediation Program**

**Dollar Value of the Project:** \$4,665,938 through November 30, 2013 and since the Program's Inception in 2010

**Reference:**

Honorable Moshe Jacobius  
Presiding Judge, Chancery Division  
Circuit Court of Cook County  
50 West Washington Street, Suite 2403  
Chicago, Illinois 60602  
(312) 603-4181  
[moshe.jacobius@cookcountyil.gov](mailto:moshe.jacobius@cookcountyil.gov)

**Reference # 2 – First Municipal Advice Desk**

**Dollar Value of the Project:** \$1,656,660\* through February 28, 2014 and since Program's Inception as of March 1, 2008 (\*the CBF matched the three-year County contract amounts awarded in 2008 and 2011 totaling \$828,330 to fully fund the project)

**Reference:**

Honorable E. Kenneth Wright  
Presiding Judge, First Municipal Division  
Circuit Court of Cook County  
50 West Washington Street, Suite 1301  
Chicago, Illinois 60602  
(312) 603-6132  
[stacy.taylor@cookcountyil.gov](mailto:stacy.taylor@cookcountyil.gov)

**Reference # 3 – Minor Guardianship Desk**

**Dollar Value of the Project:** \$331,456 from May 1, 2008 through April 30, 2014 (had contract since 2000; overseeing the Desk since 1995)

**Reference:**

James Anderson  
Executive Officer & Chief Financial Officer, Office of the Chief Judge  
Circuit Court of Cook County  
Richard J. Daley Center  
50 West Washington Street, Suite 2604  
Chicago, Illinois 60602  
312/603-4583  
[James.Anderson@cookcountyil.gov](mailto:James.Anderson@cookcountyil.gov)

**Proposer's Partners in the Advice Desk**

***CARPLS***

CARPLS was created in 1993 as the first direct service legal aid hotline in the country. CARPLS pioneered the use of emerging technologies to deliver legal services in an efficient, cost effective manner. By providing direct access to attorneys and by limiting its service to advice, brief services and referrals, CARPLS is able to provide legal services to low-income people at a much lower cost. As the front door for legal aid services in Cook County, the CARPLS Legal Aid Hotline gives low-income families direct access to experienced attorneys who are trained to quickly assess and respond to a wide range of civil legal problems.

As a general practice hotline, CARPLS staff attorneys are required to have a working knowledge of a wide range of legal issues effecting low-income families. CARPLS's attorneys must also possess sufficient client interview and communication skills including the ability to effectively manage special needs clients such as the elderly, mentally ill, depressed or abused. As such, CARPLS requires a minimum of 3-5 years of legal experience and hires only experienced, licensed attorneys. CARPLS current staff of eighteen (18) staff attorneys, eight (8) Supervising

Attorneys and one (1) Director of Legal Services is made up of veteran practitioners with an average of seventeen (17) years of experience in areas ranging from criminal, family, consumer, housing, employment, juvenile, guardianship & estates, torts and public benefits law. CARPLS supplements the work of its staff attorneys with attorney volunteers and law students. Volunteer attorneys are recruited and trained to assist clients in a limited area of practice including: landlord/tenant, debt collection & pre-decree divorce.

In addition to the Legal Aid Hotline, CARPLS operates multiple court-based advice desks. These desks serve as a point of entry into legal aid for the growing numbers of pro se litigants within the Circuit Court. The desks supplement CARPLS' hotline services by providing court-based follow-up support for the expanding arsenal of self-help materials and pleadings and forms distributed to clients through the hotline. The desks also allow CARPLS to work more closely with judges, court clerks, the private bar and opposing counsel to develop effective strategies for addressing the legal needs of pro se litigants. Current desks include: Domestic Relations Advice Desk (2001), Collection Advice Desk (2005), First Municipal Advice Desk (2008) and the City's Administrative Hearings Advice Desk (2007).

In its twenty years of service to the community, CARPLS has helped over 620,000 clients find solutions for their basic legal problems at an average cost of \$35 per service.

***Three (3) References for CARPLS***

Honorable Grace G. Dickler  
Presiding Judge  
Domestic Relations Division  
Circuit Court of Cook County  
Richard J. Daley Center  
50 W. Washington St., 1901A  
Chicago, IL 60602  
Phone: (312) 603-6556

Honorable E. Kenneth Wright, Jr.  
Presiding Judge  
First Municipal Division  
Circuit Court of Cook County  
Richard J. Daley Center  
50 W. Washington St., 1901A  
Chicago, IL 60602  
Phone: (312) 603-6556

Honorable Thomas More Donnelly  
Associate Judge  
Circuit Court of Cook County  
Richard J. Daley Center  
50 West Washington Street  
Chicago, Illinois 60602  
Phone: (312) 603-4662

### ***Chicago Legal Clinic***

The South Chicago Legal Clinic, Inc., now known as the Chicago Legal Clinic, Inc., was founded in 1981 to address the legal needs of area workers who lost their jobs due to the reduction of steel mill operations in South Chicago. The Clinic was created by a local parish priest and lawyer, Most Rev. Thomas John Paprocki, and an attorney, Edward Grossman, who sought to establish legal services which were accessible, affordable and bilingual. The Clinic was designed to offer legal representation in areas of law essential to individual well-being, emphasizing housing, consumer, family, public benefits, immigration, debtor and employment law.

The Clinic has stable, committed leadership, experienced staff and a history of achievement. The scope and magnitude of the Clinic's positive impact on poverty-stricken communities in the Chicago area has been underscored by numerous accolades bestowed upon the organization and its staff and board. During the past thirty-one years, the Clinic has grown into a legal services provider for the entire Chicago area. The Clinic currently operates a downtown and three neighborhood offices providing services through its forty-six member staff, numerous volunteers and interns, and a volunteer panel of 200 attorneys. In addition to its South Chicago Office, the Clinic maintains full-time offices in Pilsen, Austin and Downtown. The Clinic provides a Circuit Rider Attorney to the neighborhoods of Washington Heights and Lawndale, and also provides service at the Ex-offender Help Desk at the Criminal Court at 26<sup>th</sup> and California. The Clinic operates the Advice Desk for the Chancery Division of the Cook County Circuit Court (2003), the Parentage and Child Support Advice Desk (2007) and since 2008, has provided representation to people referred from the Legal Advice Desk for Eviction Court Defendants.

Since its founding, Chicago Legal Clinic has served more than 340,000 clients, including 38,754 clients served during its most recently completed fiscal year.

### ***Three (3) References for Chicago Legal Clinic***

Honorable E. Kenneth Wright, Jr.  
Presiding Judge  
1<sup>st</sup> Municipal District  
Circuit Court of Cook County  
Daley Center  
Suite 1303  
Chicago, IL 60602  
(312) 603-6132

Honorable Moishe Jacobius  
Presiding Judge, Chancery Division  
Circuit Court of Cook County  
Daley Center  
Suite 2403  
Chicago, IL 60602  
(312) 603-4181

Honorable Pamela E. Loza  
Supervising Judge  
Domestic Relations Division  
Circuit Court of Cook County  
Daley Center  
Suite CL-12  
Chicago, IL 60602  
(312) 603-1260

## **SECTION 7.2.4 – PROPOSED PLAN OF ACTION, IMPLEMENTATION & SOLUTION**

The Chicago Bar Foundation (CBF) is pleased to submit this proposal to continue to oversee the operations of the Circuit Court of Cook County Legal Advice Desk for Eviction Court Defendants (“Advice Desk”). Since March of 2008, the CBF has managed the Desk in partnership with CARPLS overseeing the day-to-day operations of the Desk and Chicago Legal Clinic assisting in direct representation of clients referred from the Desk by CARPLS staff. The CBF proposes to continue the current strategy and methodology that have been successful for the past 6 years.

Over the past 6 years that the CBF has partnered with the Court, CARPLS and Chicago Legal Clinic on this Advice Desk, services to the public have significantly increased by more than 50%; coordination with other relevant services has improved; and the County has saved money in relation to prior contracts (pre-2008) for this Program. Since 2008, CARPLS has provided a total of 41,300 legal consultations to 32,200 *pro se* litigants at the Advice Desk and made a total of 1,094 direct representation referrals to the Chicago Legal Clinic. Chicago Legal Clinic has accepted 896 of these referrals including 438 eviction cases, 389 consumer cases and 69 tort cases.

As noted in the attached cost proposal, with \$154,021.50 (a 3% increase from the current contract amount to cover increased costs) in County funds for the first year, \$159,091 in Year 2 and \$164,290 in Year 3, the CBF proposes to match that amount dollar-for-dollar for the full term of the contract. In summary, the CBF commits to the following over the next three years (and will do so for five years if the County chooses that option):

- Provide grant funding for CARPLS to provide core Advice Desk services (advice, brief assistance and referrals where appropriate and necessary) and provide about 7,000 individual legal consultations to over 5,000 people;
- Provide grant funding for Chicago Legal Clinic to work with the CARPLS Advice Desk staff to provide in-court representation to at least 150 people in appropriate matters;
- Provide guidance and expertise on the management of the Advice Desk;
- Regularly monitor the services provided at the Advice Desk;
- Promote pro bono opportunities for the Advice Desk through The Chicago Bar Association, other bar groups and the larger legal community;
- Ensure coordination with other relevant pro bono, legal aid and court services serving the First Municipal Division;
- Continue to convene and staff a Pro Se Advisory Committee, which is made up of key stakeholders and provides guidance and recommendations for this Advice Desk as well as other court-based pro bono and pro se assistance initiatives to maximize efficiency and effectiveness of these services for the court and the public; and
- Ultimately continue to save the County money.

### ***Overall Structure of the Proposed Program***

The CBF proposes that, with the ongoing oversight of the CBF, the existing Advice Desk continue to have two components: (1) the core Advice Desk services (information, advice and brief assistance, and referrals where necessary and appropriate) will be provided by CARPLS, an organization with a proven track record of efficiently and effectively providing these services in

the Court; and (2) an expanded referral program for in-court representation services where necessary and appropriate. More details follow below.

### ***Core Advice Desk Services***

The Advice Desk has long served as a valuable resource for low-income litigants with cases pending before the First Municipal District of the Circuit Court of Cook County. Since its inception in 1987, the Advice Desk has offered pro se litigants the first, and in many cases the only, opportunity to consult with an attorney about their case. Whether educating a client about their legal defenses, assisting with the drafting of simple pleadings, negotiating settlement with opposing counsel or representing a client in court, the wide variety of legal services offered by the Advice Desk helps pro se litigants properly address their legal claims while minimizing the burden often imposed on the court system by self-represented litigants.

In order to continue as a meaningful resource, the Advice Desk must be accessible to the growing numbers of pro se litigants. The CBF, in partnership with CARPLS and Chicago Legal Clinic, will continue the high level of services currently being offered at the Desk to meet the legal needs of pro se litigants with eviction cases and other matters pending in the First Municipal District.

The main elements of CARPLS's responsibilities at the Advice Desk are as follows:

- A. Hours of Operation** – CARPLS will manage and operate the Advice Desk in accordance with the terms of the RFP: Monday through Friday, from 8:30 A.M. to 4:30 P.M, year round, with the exception of court holidays, when the courthouse is closed.
- B. Legal Services** – CARPLS will provide all advice desk legal services specified in the RFP with the exception of in-court representation, including: information, advice, document review and preparation, and third party negotiations. CARPLS does not provide in-court representation. As part of this proposal, all in-court representation will be provided by the Chicago Legal Clinic.
- C. Staffing** – CARPLS will staff the Advice Desk during the agreed upon hours of operation as follows:
  - One full-time supervising attorney who is present at the Desk each day for the full hours of operation;
  - Two staff attorneys for the morning shift (to handle increased demand which typically occurs in the mornings);
  - One staff attorney for the afternoon shift; and
  - One full-time intake worker/desk assistant.

When available, volunteer attorneys, law students and other volunteers assist staff at the Desk.

The CBF's key personnel for this Help Desk proposal, Bob Glaves and Dina Merrell, are both licensed attorneys in Illinois. All CARPLS attorneys, both staff and volunteer, are licensed to practice law in Illinois. The supervising attorney employed by CARPLS has the requisite legal experience specified in the RFP. She has in excess of five years of experience in the general practice of law and in excess of five years of experience in matters heard in the First Municipal

District. CARPLS's supervising attorney has been managing the Advice Desk since 2008. The full-time staff attorneys employed by CARPLS all have well in excess of the requisite two years of practice experience; all have worked at the Legal Advice for Eviction Court Defendants since 2008.

**D. Client Capacity** – Based on the proposed staffing levels and hours of operation, CARPLS expects to serve at least 5,000 people and provide 7,000 individual consultations, including referrals to Chicago Legal Clinic for the minimum 150 full-representation cases as specified by the RFP. CARPLS' service projections are based on client service rates for the past 6 years that CARPLS has overseen daily Advice Desk operations and exceed the number required by this RFP.

CARPLS wants to ensure that the services provided are exceptional, that quality is not sacrificed for sheer numbers and that clients are able to be informed, active participants in their own legal matters. CARPLS's goal is not simply to increase access to the court system for low-income clients. It is to provide pro se clients with a sufficient working knowledge of the court process which will allow them to effectively and efficiently resolve their own legal matters, while alleviating the strain felt by the court system and other legal aid providers. In order to evaluate the effectiveness of this service, CARPLS has developed outcome surveys for clients who received services through the hotline or at court-based advice desks. CARPLS will continue to use these surveys to improve the effectiveness of its overall services to clients including legal advice, self-help materials and referrals.

***Expanded Referral Program for In-Court Representation***

The Advice Desk will assist litigants with the basic forms and provide advice and assistance with the procedural aspects of litigation. However, without substantive representation, many litigants, particularly some mentally or physically disabled people and seniors, are still unable to make use of potential remedies or articulate their position in court.

The Chicago Legal Clinic will provide one full-time attorney to represent at least 150 qualifying litigants per year (the number required by the RFP). Qualifying litigants are those who have been screened by the Advice Desk to insure that they are financially eligible to receive services and that their case involves a meritorious claim, counterclaim or defense, and the litigant would have difficulty navigating the court system by herself. The litigants will be provided with a timely interview by the Chicago Legal Clinic attorney and representation which includes drafting necessary pleadings, conducting discovery, motion practice, attending pre-trial conferences and other court dates and conducting a trial when necessary. The representation will not include appeals.

The supervising attorney for Chicago Legal Clinic is licensed to practice law in Illinois and has the requisite legal experience specified in the RFP. Chicago Legal Clinic's current supervising attorney has been working at the Advice Desk and representing clients referred by CARPLS for 1.5 years.

For those goals which are quantitative, i.e., the number of clients served, results are measured by compiling accurate case statistics on a quarterly basis. For goals such as quality of service, the

client questionnaire that Chicago Legal Clinic will utilize is essential in maintaining the Clinic's accountability to those served. The Clinic will consider the Advice Desk a success if it sees at least 150 clients in each year of the proposed contract and receives positive feedback from the Desk stakeholders, including clients and judges.

### ***Ensuring Coordination with Other Relevant Services***

The CBF also will work with the CARPLS and the Chicago Legal Clinic to ensure coordination and maximum utilization of other relevant services in the First Municipal Division, including the existing Collection Help Desk run by CARPLS; the Municipal Court Pro Bono Program (a partnership between The Circuit Court of Cook County, The Chicago Bar Association, the CBF, CARPLS, the Chicago Legal Clinic and area law firms); the small claims desk and self-help web center that are also on the 6th floor; the pro bono mediation services offered by the Center for Conflict Resolution; the information and resources offered through Illinois Legal Aid Online; and other pro bono and legal aid programs serving the division, including Lawyers' Committee for Better Housing, LAF, Cabrini Green Legal Aid, Chicago Volunteer Legal Services and others.

### ***Physical Space/Logistics***

CARPLS and Chicago Legal Clinic track the people served through the Advice Desk. If the contract is renewed, information reports will include the demographics and other information required by this RFP. The budgets submitted with this proposal reflect the CBF's and its partners' costs to manage and oversee the Advice Desk.

### ***Conclusion***

The past 6 years that the Advice Desk has been under the CBF's management have been a great success. Since the CBF has partnered with the Court, CARPLS and Chicago Legal Clinic on this Program, services to the public have significantly increased by more than 50% and expanded; coordination with other relevant services has improved; and the County has saved money in relation to prior contracts. The Desk continues to provide a great benefit to the Circuit Court and the public by helping thousands of Cook County residents who would otherwise appear in court without any assistance. The Municipal Division operates much more smoothly and effectively due to the legal assistance, direct representation and referrals provided by CARPLS and Chicago Legal Clinic.

Further, continuing this contract with the CBF will save the County money by leveraging matching funds from the CBF. As noted in the attached cost proposal, with \$154,021.50 (a 3% increase from the current contract amount to cover increased costs) in County funds for the first year, \$159,091 in Year 2 and \$164,290 in Year 3, the CBF proposes to match that amount dollar-for-dollar for the full term of the contract (as well as the two-year additional extension if the County opts to offer that option). The structure of this Advice Desk continues to serve as a model for future collaborate initiatives with the Circuit Court, as it leverages the County's funds with the funding, resources and expertise of the CBF and provides top-quality services to litigants and the Court.

## SECTION 7.2.5 - KEY PERSONNEL

Chronological resumes for Bob Glaves and Dina Merrell are attached.

### ***Bob Glaves***

#### ***References***

- 1) Stephen Patton  
Corporation Counsel  
The City of Chicago Law Department  
121 North LaSalle Street, Suite 600  
Chicago, IL 60602  
312-744-0220  
[stephen.patton@cityofchicago.org](mailto:stephen.patton@cityofchicago.org)
  
- 2) Eileen Letts  
Co-Founder and Co-Managing Partner  
Greene and Letts  
55 W. Monroe, Ste. 600  
Chicago, IL 60603  
(312) 346-1100  
[emletts@greeneandletts.com](mailto:emletts@greeneandletts.com)
  
- 3) Christina Tchen  
Assistant to the President and Chief of Staff to the First Lady  
The White House  
1600 Pennsylvania Ave., NW  
Washington, DC 20500  
(202) 456-3090

#### ***Time Commitment***

Since the CBF is not providing direct services through the Advice Desk, but rather managing and overseeing these services provided by its partners CARPLS and Chicago Legal Clinic, Bob Glaves anticipates spending an average of 1% of his time, or 2.5 hours per month (based on a 60-hour work week), on the Advice Desk. In the earlier stages of the Advice Desk when systems were being created, implemented and revised, Bob Glaves spent as much as 10% of his time per week on the Advice Desk. With the current Advice Desk staff through CARPLS and Chicago Legal Clinic in place, the Desk has been running well for many years so he has not been required to spend as much time on it. If the need arises, he is prepared to dedicate more time to Advice Desk oversight. The CBF has and will continue to donate all of his time, along with other administrative support, to the Advice Desk.

#### ***Level of Commitment to Other Projects***

Bob Glaves is Executive Director of the CBF. With an annual budget of over \$6.1 million, Bob is responsible for leading and overseeing the CBF's work to bring the legal community together

to improve access to justice for people in need and make the legal system more fair and efficient for everyone. He is involved in leading or overseeing many other CBF initiatives, including development, the CBF's court-based and legislative advocacy efforts, and other program work.

***Dina Merrell***

***References***

- 1) Honorable Anne M. Burke  
Justice of the Illinois Supreme Court  
160 N. LaSalle Street, 20<sup>th</sup> Floor  
Chicago, IL 60601  
312/793-5470
  
- 2) Anne M. Spillane  
Chief of Staff  
Office of the Illinois Attorney General  
100 W. Randolph, 12th FL  
Chicago, IL 60601  
(312) 814-5092  
[aspillane@atg.state.il.us](mailto:aspillane@atg.state.il.us)
  
- 3) Aurora N. Abella-Austriaco  
Of Counsel  
Clark Hill PLC  
150 N. Michigan Ave, Suite 2700  
Chicago, IL 60601  
(312) 985-5511  
[aaustriaco@clarkhill.com](mailto:aaustriaco@clarkhill.com)

***Time Commitment***

Since the CBF is not providing direct services through the Advice Desk, but rather managing and overseeing these services provided by its partners CARPLS and Chicago Legal Clinic, Dina Merrell anticipates spending an average of 2% of her time, or 4.5 hours per month (based on a 60-hour work week), on the Advice Desk. Since the Advice Desk has been operating smoothly for almost six years, she has not been required to spend as much time on the day-to-day oversight of the Advice Desk. If the need arises, she is prepared to dedicate more time to Advice Desk oversight. The CBF has and will continue to donate all of her time, along with other administrative support, to the Advice Desk.

***Level of Commitment to Other Projects***

Dina Merrell serves as Associate Director of the CBF. In this role, she is responsible for overseeing the CBF grants program, other programs and CBF operations.

EXHIBIT 2

Schedule of Compensation

**Appendix I  
Pricing Proposal Form**

Proposers are required to submit the attached pricing proposal separately from the technical proposal and must be submitted in the form of hard copy and electronic format as indicated in Section 7.1.1. In addition, include a breakdown of personnel rate card and the number and level of staffing for each task.

If your company has specific, unique and/or innovative ideas to implement this system that are outside of the parameters defined on the pricing proposal, please provide your firm's recommendations on a separate sheet.

Please provide pricing for each contract year:

Year 1: (September 1, 2014 through August 30, 2015)

\$ 154,021.50

Year 2: (September 1, 2015 through August 30, 2016)

\$ 159,091.00

Year 3: (September 1, 2016 through August 30, 2017)

\$ 164,290.00

**GRAND TOTAL (THREE YEAR PERIOD):**

\$ 477,402.50

*The Chicago Bar Foundation  
RFP #1353-13117*

Circuit Court Legal Advice Desk for Eviction Court Defendants  
RFP #1353-13117  
Combined Budget  
Submitted by The Chicago Bar Foundation - 5/28/2014

	Year 1 9/1/2014-8/31/2015	Year 2 9/1/2015-8/31/2016	Year 3 9/1/2016-8/31/2017	Year 4 9/1/2017-8/31/2018	Year 5 9/1/2018-8/31/2019	TOTAL
CARPLS	\$225,368.00	\$233,027.00	\$240,870.00	\$248,810.00	\$257,260.00	\$1,205,335.00
Chicago Legal Clinic	\$82,675.00	\$85,155.00	\$87,710.00	\$90,340.00	\$93,050.00	\$438,930.00
<b>Total Per Year</b>	\$308,043.00	\$318,182.00	\$328,580.00	\$339,150.00	\$350,310.00	\$1,644,265.00
TOTAL COOK COUNTY	\$154,021.50	\$159,091.00	\$164,290.00	\$169,575.00	\$175,155.00	\$822,132.50
TOTAL CHICAGO BAR FOUNDATION*	\$154,021.50	\$159,091.00	\$164,290.00	\$169,575.00	\$175,155.00	\$822,132.50

\*The CBF will match the County's funds dollar-for-dollar.

CHICAGO LEGAL CLINIC, INC.  
MUNICIPAL ADVICE DESK REFERRAL PROJECT  
BUDGET 3/1/14 - 2/28/15

**INCOME**

The Chicago Bar Foundation	82,675.00
	<hr/>
	82,675.00

**EXPENSES**

Salary: Supervisory Attorney - Avani Kamdar	50,000.00
Salary: Executive Director Oversight 10% FTE - Ed Grossman	7,800.00
Salary: Administrative Assistant 8% FTE - Veronica Magana	2,080.00
Health Insurance	6,475.00
Disability Insurance	150.00
Continuing Legal Education	250.00
Employer FICA	4,580.00
Unemployment Tax	250.00
Workers Compensation Insurance	200.00
Auditing (allocation of Clinic total)	700.00
Accounting (allocation of Clinic total)	250.00
Consulting & Technical Assistance (allocation of Clinic total)	750.00
Rent	4,800.00
Office Expenses & Supplies	450.00
Telephone/Fax	750.00
Internet Access	350.00
Equipment Lease/Purchases	700.00
Repairs & Maintenance	300.00
Postage	450.00
Books & Publications	200.00
Forms & Printing	150.00
Dues (allocation of Clinic total)	220.00
Professional Liability Insurance (allocation of Clinic total)	220.00
Miscellaneous	600.00
	<hr/>
<b>TOTAL</b>	<b>82,675.00</b>

CHICAGO LEGAL CLINIC, INC.  
MUNICIPAL ADVICE DESK REFERRAL PROJECT  
BUDGET 3/1/15 - 2/29/16

**INCOME**

The Chicago Bar Foundation	85,155.00
	<hr/>
	85,155.00

**EXPENSES**

Salary: Supervisory Attorney - Avani Kamdar	51,000.00
Salary: Executive Director Oversight 10% FTE - Ed Grossman	7,900.00
Salary: Administrative Assistant 8% FTE - Veronica Magana	2,160.00
Health Insurance	7,125.00
Disability Insurance	150.00
Continuing Legal Education	250.00
Employer FICA	4,670.00
Unemployment Tax	250.00
Workers Compensation Insurance	200.00
Auditing (allocation of Clinic total)	800.00
Accounting (allocation of Clinic total)	350.00
Consulting & Technical Assistance (allocation of Clinic total)	750.00
Rent	5,100.00
Office Expenses & Supplies	450.00
Telephone/Fax	750.00
Internet Access	350.00
Equipment Lease/Purchases	700.00
Repairs & Maintenance	300.00
Postage	450.00
Books & Publications	200.00
Forms & Printing	150.00
Dues (allocation of Clinic total)	250.00
Professional Liability Insurance (allocation of Clinic total)	250.00
Miscellaneous	600.00
	<hr/>
<b>TOTAL</b>	<b>85,155.00</b>

CHICAGO LEGAL CLINIC, INC.  
MUNICIPAL ADVICE DESK REFERRAL PROJECT  
BUDGET 3/1/16 - 2/28/17

INCOME

The Chicago Bar Foundation	87,710.00
	<hr/>
	87,710.00

EXPENSES

Salary: Supervisory Attorney - Avani Kamdar	52,000.00
Salary: Executive Director Oversight 10% FTE - Ed Grossman	8,000.00
Salary: Administrative Assistant 8% FTE - Veronica Magana	2,240.00
Health Insurance	7,840.00
Disability Insurance	150.00
Continuing Legal Education	250.00
Employer FICA	4,765.00
Unemployment Tax	250.00
Workers Compensation Insurance	200.00
Auditing (allocation of Clinic total)	900.00
Accounting (allocation of Clinic total)	400.00
Consulting & Technical Assistance (allocation of Clinic total)	750.00
Rent	5,400.00
Office Expenses & Supplies	450.00
Telephone/Fax	750.00
Internet Access	350.00
Equipment Lease/Purchases	700.00
Repairs & Maintenance	300.00
Postage	465.00
Books & Publications	200.00
Forms & Printing	150.00
Dues (allocation of Clinic total)	300.00
Professional Liability Insurance (allocation of Clinic total)	300.00
Miscellaneous	600.00
	<hr/>
<b>TOTAL</b>	<b>87,710.00</b>

EXHIBIT 3

Evidence of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/24/2014

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

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

<b>PRODUCER</b> Myers-Briggs & Co, Inc. 300 S. Wacker Drive Suite 1000 Chicago IL 60606	<b>CONTACT NAME:</b> Brent Elstrom	
	<b>PHONE (A/C No. Ex):</b> 630-980-2129	<b>FAX (A/C No.):</b>
<b>E-MAIL ADDRESS:</b> belstrom@wjk.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Federal Insurance Company		20281
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 13-14 GL AU WC UMB      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X Y	35347668WUC	6/1/2013	6/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X Y	73509073	6/1/2013	6/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTIONS    79774299    6/1/2013    6/1/2014					
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	71643330	6/1/2013	6/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Cook County, its officials, employees and agents are included in the general liability and auto liability as Additional Insured in accordance with a written contract or written agreement only with respect to the ongoing operations of the Named Insured. Waiver of Subrogation is included in favor of the certificate holder.

General Liability and Auto liability coverage is primary and non-contributory with any other insurance maintained by Cook County for Contract #1353-13117.

<b>CERTIFICATE HOLDER</b>  The County of Cook Contract #1353-13117 118 N Clark St, Room 1018 Chicago, IL 60602	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  William Kamm/COSTUL <i>William J. Kamm</i>

## Additional Named Insureds

**Other Named Insureds**

CBA Administrators Inc

Additional Named Insured

CBA Television Productions Inc

Additional Named Insured

The Chicago Bar Foundation

Additional Named Insured

EXHIBIT 4

Board Authorization

Exhibit 5

Economic Disclosure Statement (EDS) Forms

ECONOMIC DISCLOSURE STATEMENT

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
Instructions	Instructions for Completion of EDS	EDS i - ii
1	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
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10	Cook County Signature Page	EDS-17

# ECONOMIC DISCLOSURE STATEMENT

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

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

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

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

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

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

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

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

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

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

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

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

**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.

ECONOMIC DISCLOSURE STATEMENT

**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](http://www.cookcountygov.com) and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

ECONOMIC DISCLOSURE STATEMENT

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 #: \_\_\_\_\_

Participation: \_\_\_\_\_ Direct \_\_\_\_\_ Indirect

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

No \_\_\_\_\_ Yes \_\_\_\_\_ If " 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  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Subscribed and sworn before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_  
SEAL

Notary Public \_\_\_\_\_  
SEAL

ECONOMIC DISCLOSURE STATEMENT

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

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) *see attached statement + letter from County*

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 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.

## **SECTION 7.2.7 - MBE/WBE PARTICIPATION**

Cook County previously reviewed the CBF for compliance with the MBE/WBE Ordinance and found the CBF responsive to the Ordinance (letter dated November 1, 2010 attached).

As a 501(c) (3) charitable organization, the CBF essentially is owned by the public and subject to the laws and regulations of the federal and state government attendant to this status. As a result, while the CBF, like any other nonprofit organization contracting with the County, cannot meet the literal terms of the MBE/WBE Ordinance because it does not have a private ownership structure, the CBF has complied with the ordinance as much as practicable and will continue to do so.

As a matter of policy, the CBF awards grants only to nonprofit organizations. The CBF promotes the aims of this ordinance to its nonprofit grantees through the CBF's grant guidelines and grant monitoring process.

The CBF would jeopardize its nonprofit status if it were to make grants to for-profit firms, as the CBF would be required to ensure that any such for-profit law firm was not making a profit on the arrangement. As a practical matter, the CBF is not in a position to alter its longstanding policies to even attempt to do that; however, a number of diverse private firms will continue to be involved in the work under this Contract on a pro bono basis through the CBF's nonprofit partner organization, CVLS.

Similarly, the CBF is not in a position to contract with for-profit firms to provide the services called for under this Contract. The CBF is not a law firm and does not practice law. Other than through its grants program described above, the CBF does not enter into any contracts to provide pro bono legal services to the public, and the CBF would not be in a position to supervise the legal work of a private firm.

The CBF is proposing to continue a very cost-effective contract with the County given the significant amounts of top-notch free services provided by CVLS staff and its many volunteer attorneys. Under the proposed contract, similar versions of which have been in place for more than 13 years now, the CBF would enter into a grant agreement with CVLS, another nonprofit organization, and monitor the services provided as part of the CBF grantmaking process. CVLS will continue to provide the services to the public at no charge, and the CBF will continue to hold CVLS accountable for performing the agreed upon services under the grant agreement.

CVLS is a nonprofit organization with a relatively small staff, and as a result, the organization does not have a formal affirmative action or minority and women business enterprise plan in place. The CBF affirmatively states that its partner organization's board and staff are diverse in both gender and ethnicity; CVLS is an Equal Opportunity Employer; and it is firmly committed to diversity in all respects. Further, CVLS will contact the law firms certified as MBE/WBE listed on the County's website to invite them to volunteer for the Help Desk.

In summary, the CBF and its partner CVLS are firmly committed to the goals reflected in these ordinances.

ECONOMIC DISCLOSURE STATEMENT

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).

**ECONOMIC DISCLOSURE STATEMENT**

**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.

ECONOMIC DISCLOSURE STATEMENT

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 X No \_\_\_\_\_

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

321 S Plymouth Ct., Suite 3B  
Chicago, IL 60604

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.

ECONOMIC DISCLOSURE STATEMENT

**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):

17-16-235-027-1020

(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.

ECONOMIC DISCLOSURE STATEMENT

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name: The Chicago Bar Foundation D/B/A: \_\_\_\_\_ EIN NO.: 36-6109584

Street Address: 321 S Plymouth Ct, Ste 3B

City: Chicago State: IL Zip Code: 60604

Phone No.: 312-554-1204

**Form of Legal Entity:**

*nonprofit (501(c)(3))*

Sole Proprietor     Partnership     Corporation     Trustee of Land Trust

Business Trust     Estate     Association     Joint Venture

Other (describe) \_\_\_\_\_

ECONOMIC DISCLOSURE STATEMENT

**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
<u>n/a</u>	<u>nonprofit 501 (c) (3) corporation</u>	

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
<u>n/a</u>	<u>nonprofit corporation</u>	<u>(501 (c) (3))</u>

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.

Robert A. Glaves  
Name of Authorized Applicant/Holder Representative (please print or type) Title

Executive Director  
2-24-14  
Date

rglaves@chicagobar.org  
Signature  
E-mail address

3121554-1204  
Phone Number

Subscribed to and sworn before me  
this 29 day of February, 20 14.  
X Patricia A. Roos

My commission expires:

Notary Public Signature



ECONOMIC DISCLOSURE STATEMENT

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

DEFINITIONS:

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

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

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

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

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

ECONOMIC DISCLOSURE STATEMENT

**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: Robert A. Graves Title: Executive Director  
Business Entity Name: The Chicago Bar Foundation Phone: 312/554-1204  
Business Entity Address: 321 S Plymouth Ct, Suite 3B, Chicago, IL 60604

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

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

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

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

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

[Signature] \_\_\_\_\_ Date 2-24-14

Owner/Employee's Signature

Date

Subscribe and sworn before me this 24 day of February, 2014.

a Notary Public in and for Cook County

[Signature]  
(Signature)

NOTARY PUBLIC  
SEAL



My Commission expires Sept. 19, 2017

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

ECONOMIC DISCLOSURE STATEMENT

**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

My commission expires:

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

X \_\_\_\_\_

\_\_\_\_\_

**Notary Public Signature**

**Notary Seal**

ECONOMIC DISCLOSURE STATEMENT

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

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

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

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

Subscribed to and sworn before me

My commission expires:

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

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.

ECONOMIC DISCLOSURE STATEMENT

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

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

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

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

Subscribed to and sworn 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.

ECONOMIC DISCLOSURE STATEMENT

**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 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 Chicago Bar Foundation  
BUSINESS ADDRESS: 321 S Plymouth Ct, Suite 3B  
Chicago, IL 60604  
BUSINESS TELEPHONE: 312/554-1204 FAX NUMBER: 312/554-1203  
CONTACT PERSON: Robert (Bob) Glaves or Dan Merrell  
FEIN: 30-6109584 \*CORPORATE FILE NUMBER: 30737458

PLEASE LIST THE FOLLOWING OFFICERS: Executive Director: Robert Glaves  
PRESIDENT: William F. Conlon VICE PRESIDENT: Jesse H. Ruiz  
SECRETARY: Terrence J. Dee TREASURER: Samuel Mendenhall

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

Subscribed to and sworn before me  
this 24 day of February, 2014.  
X [Signature]  
Notary Public Signature

My commission expires:  
  
Notary Seal

\*If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.  
\*\*In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

COOK COUNTY SIGNATURE PAGE

(SECTION 10)

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

*John G. M.*

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 10 DAY OF June, 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

1353-13117

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 477,402<sup>50</sup>  
(DOLLARS AND CENTS)

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

APPROVED AS TO FORM:

*Not required*

ASSISTANT STATE'S ATTORNEY

(Required on contracts over \$1,000,000.00)

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

MAY 21 2014

COM \_\_\_\_\_