

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 1390-13098

GUARDIANSHIP ASSISTANCE HELP DESK FOR MINORS

BETWEEN



COOK COUNTY GOVERNMENT

OFFICE OF THE CHIEF JUDGE

AND

THE CHICAGO BAR FOUNDATION

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

April 9, 2014

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PROFESSIONAL SERVICES AGREEMENT

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Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization
Exhibit 5	Economic Disclosure Statement (EDS) Forms

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of 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 April 9, 2014, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Guardianship Assistance Help Desk for Minors. 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
- Exhibit 5 Economic Disclosure Statement (EDS) Forms

ARTICLE 3: DUTIES AND RESPONSIBILITIES OF CONTRACTOR

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Agreement. Contractor must provide the Services in accordance with 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 I 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 I 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.

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 May 1, 2014 ("**Effective Date**") and continue until April 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

The Guardianship Assistance Help Desk for Minors, located on the tenth floor of the George W. Dunne Administrative Building, provides critical assistance to individuals who wish to represent themselves in court seeking to obtain guardianship of minors in the Probate Division of the Circuit Court of Cook County.

The Guardian Assistance Help Desk benefits the Circuit Court and public by helping clients who would otherwise appear in court without assistance. Volunteer attorneys from Chicago Volunteer Legal Services (CVLS) counsel clients on guardianship law and help them prepare necessary court papers and briefs with the assistance from Circuit Court Staff. Services include assessment of client's eligibility to seek guardianship, explanation of court procedures and assistance with completing court forms and documents. The Guardianship Assistance Help Desk is open from 8:30 AM – 4:30 PM Monday through Friday and handles approximately 7,300 clients through walk-in and telephone inquiries.

The Chicago Bar Foundation will oversee volunteer attorneys from Chicago Volunteer Legal Services (CVLS), who counsel clients on guardianship law and help them prepare necessary court papers and briefs with the assistance from Circuit Court Staff. The Chicago Bar Foundation shall make necessary referrals to clients for any additional legal assistance required for guardianship proceedings. The general public and Probate Court continue to operate smoothly and effectively due to the legal assistance and procedural guidance provided by these help desk services.

The Assistance Desk benefits the Circuit Court and public by helping clients with legal assistance and procedural guidance, which would otherwise appear in court without this assistance.

The Chicago Bar Foundation shall be licensed to practice law in the State of Illinois with an expertise in guardianship law and proceedings including, but not limited to, the preparation of the necessary guardianship court papers and briefs.

The Chicago Bar Foundation must be able to make necessary referrals to clients for any additional legal assistance required for guardianship proceedings.

The Chicago Bar Foundation will oversee volunteer attorneys from Chicago Volunteer Legal Services (CVLS), who counsel clients on guardianship law and help them prepare necessary court papers and briefs with the assistance from Circuit Court Staff.

The Chicago Bar Foundation must be able to work in partnership with CVLS volunteer attorneys and Circuit Court of Cook County Staff members.

The Chicago Bar Foundation shall not have any dealings with the Court that would pose a conflict of interest in providing management services for the Guardianship Assistance Desk.

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

or

Bob Glaves - Executive Director

312/554-1205 or 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 Guardianship Assistance Help Desk for Minors ("Help Desk").

Under Contract number 10-41-201 and previous agreements dating back to 1995, the CBF has effectively managed the operations of the Help Desk for over 18 years. In 2000, the CBF began formally contracting with the County and the Circuit Court and partnering with Chicago Volunteer Legal Services (CVLS) on the Help Desk and proposes to continue this successful partnership.

During the past year, the Help Desk handled over 7,000 cases and also responded to multiple walk-in and telephone inquiries every day. The Help Desk continues to provide a great benefit to the Circuit Court and the public by helping thousands of Cook County residents to successfully navigate a guardianship process that is often critical to the safety and stability of vulnerable children in our community. The Probate Court continues to operate much more smoothly and effectively due to the legal assistance and procedural guidance provided through this partnership.

In summary, in partnership with the Court staff at the Help Desk and CVLS, the CBF proposes to:

- Provide guidance and expertise on the management of the Help Desk;
- Regularly monitor the services provided at the Help Desk;
- Promote pro bono opportunities for the Help Desk through The Chicago Bar Association, other bar groups and the larger legal community; and
- Coordinate and provide input on the various trainings offered to Court staff at the Help Desk staff and volunteers, and coordinate with The Chicago Bar Association to

host the Minor Guardianship annual conference developed by CVLS and Help Desk Court staff.

CVLS, in partnership with the CBF and Court staff at the Help Desk, will:

- Consult, advise and counsel Court staff at the Help Desk staff at all times the Help Desk is open for business.
- Accept referrals from the Court staff at the Help Desk from all clients who need services that fall outside Help Desk guidelines. This includes clients who need to obtain a custody order in Domestic Relations, adoption, guardianship of the estate of a minor, stand-by guardianship of a minor, guardianship of a disabled adult, and other guardianship matters that require extended legal representation.
- Meet with the Director of the Help Desk (currently Dr. Rose Hale) at least twice a year to review Help Desk procedures, any current systemic issues or problems.
- Review, at least annually, all Help Desk materials, including self-help, outreach brochures, forms, checklists, etc. to ensure that they are current and accurate.
- Review, at least annually, all Help Desk processes and procedures to ensure that they are current and meeting the needs of clients and the Court.
- At all times, keep the Director of the Help Desk fully advised of changes in personnel and procedure in the Probate Division generally and in the minor guardianship courtroom specifically.
- Assist the Director of the Help Desk in marketing the services of the Help Desk to relevant constituents, including but not limited to hospital social workers; public school personnel; legal aid, community and religious organizations that work with low-income families and the elderly; and other relevant groups (such as grandparents raising their grandchildren). CVLS will conduct presentations on Help Desk services and include Help Desk staff in outreach presentations to legal, social services and other relevant communities.
- Report on the activities of the Help Desk and CVLS on a regular basis, including statistics kept by the Director of the Help Desk.

Key Personnel Who Will Be Responsible for Services to Be Provided

Bob Glaves and Dina Merrell will have direct responsibility for overseeing the Help Desk and regular monitoring of the work of the CBF's organizational partner, CVLS, through the CBF's 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 Minor Guardianship Help Desk for over 14 years. 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 Minor Guardianship Help Desk), the staff who run these initiatives and the Court. 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. Before joining the CBF, she served as Director of the American Bar Association's Center for Pro Bono for over 5 years where she advised pro bono programs all over the country on operations, service delivery and volunteer recruitment and management issues. In addition she previously served as Special Counsel to the Guardian of the Illinois Department of Children & Family Services and as part of her responsibility, appeared on a weekly basis in the Minor Courtroom of the Probate Division of the Circuit Court of Cook County.

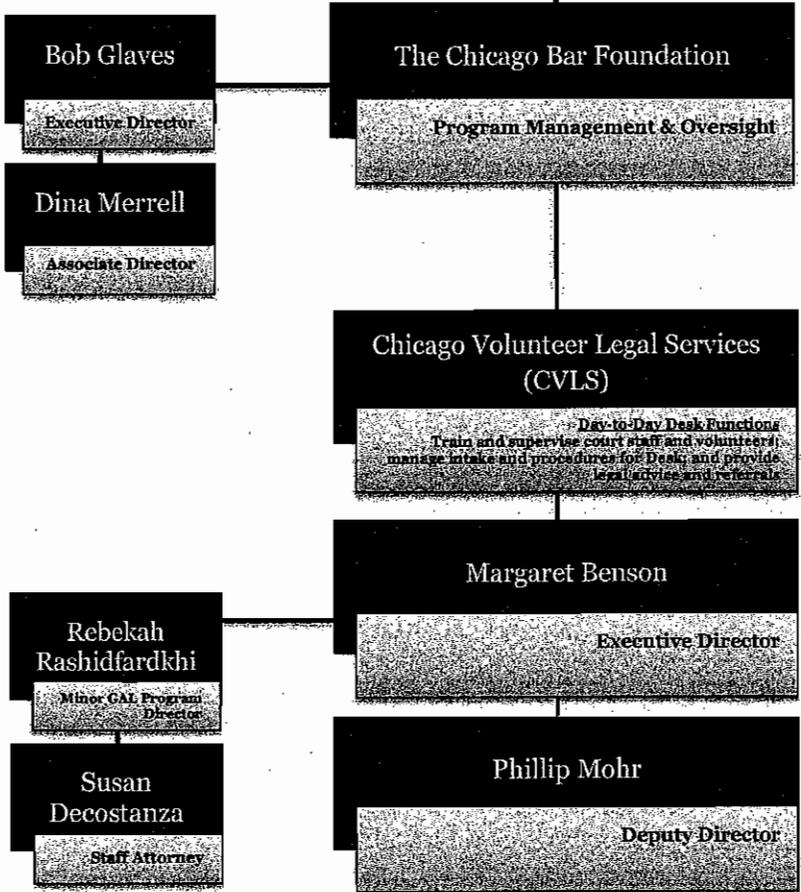
The resumes for Bob Glaves and Dina Merrell are included with this proposal in Section 7.2.5, along with resumes of staff for the CBF's partner organization, CVLS. The CVLS team members are:

- Margaret Benson
- Phillip Mohr
- Rebekah Rashidfarokhi
- Susan DeCostanza

Organization Chart for the Help Desk

The required organization chart is attached.

**Circuit Court of Cook County
Guardianship Assistance Help Desk for Minors**



Names, Address and Primary Contact for Partner Organization (as required per Section 4.14)

The CBF will enter into a grant agreement with Chicago Volunteer Legal Services, a nonprofit organization, to work in partnership to provide the services to the County and the Court.

Chicago Volunteer Legal Services (CVLS)

Margaret C. Benson
Executive Director
Chicago Volunteer Legal Services
33 North Dearborn, Suite 400
Chicago, IL 60602
312-332-5542
MCB@cvls.org

SECTION 2.1 – SCOPE OF SERVICES

Section 2.1 (1)

With decades of experience developing the many CBF-sponsored advice desks and other court-based projects in the Circuit Court of Cook County and other forums, The Chicago Bar Foundation (CBF) is highly qualified to continue overseeing the operation of the Circuit Court's Guardianship Assistance Help Desk for Minors. The CBF has successfully overseen the operations of the Guardianship Assistance Help Desk for Minors in partnership with the Circuit Court since 1995; beginning in 2000, the CBF began its effective partnership on the Help Desk with Chicago Volunteer Legal Services (CVLS). With nearly 50 years of experience, and with more than 2,000 active volunteer attorneys across all of its programs, CVLS is unique in its ability to offer a wide range of free civil legal aid to low-income people in Cook County. As described in more detail in paragraph 2.1 (2) below, CVLS staff has the necessary expertise in guardianship law and procedures. Over 200 volunteer lawyers, who work in conjunction with the Help Desk or in the minor guardianship courtroom, have been trained in minor guardianship law, have the necessary expertise and are closely supervised by CVLS staff attorneys.

The CBF's key personnel for this Help Desk proposal, Bob Glaves and Dina Merrell, are both licensed attorneys in Illinois. All CVLS attorneys, both staff and volunteer, are licensed to practice law in Illinois. CVLS records the ARDC license number of volunteers when they first register and regularly checks their status to ensure that their licenses are active and in good standing.

Section 2.1 (2)

The CBF is highly qualified to make necessary referrals to members of the public for additional legal assistance. Through its comprehensive grantmaking program, the CBF partners with and funds the major pro bono and legal aid organizations serving low-income people throughout the Chicago area. As part of that process, the CBF has deep knowledge about the types of cases each organization accepts, client eligibility standards and the expertise of the staff. The CBF regularly co-publishes the most comprehensive and accurate resource for people seeking free legal help in Cook County, and works closely with the Circuit Court, the Cook County Law Library and other stakeholders to ensure that Cook County residents can find available legal help.

CVLS' extensive experience handling minor guardianship, general probate and family law makes it well positioned and qualified to make necessary referrals to Help Desk clients for any additional legal assistance required for guardianship proceedings. While the court staff at the Help Desk handles the paperwork for basic minor guardianship cases, clients often come in with complicated guardianship issues or with cases that may appear to need a guardianship but actually must be resolved in another forum. CVLS has effectively provided these consultations and accepted referrals from the Help Desk for 13 years.

CVLS' senior staff attorneys have more than 100 combined years of legal experience, much of it in the area of family law, including guardianship, custody, visitation, child support, adoption and child protection issues. Often, the Help Desk staff sees clients with cases that involve either the Illinois Department of Children and Family Services or child protection authorities in other

states. They see cases that originated in parentage or domestic relations, either in Illinois or in other states. Guardianship cases may also involve estate or property issues, adoptions and elder law problems. CVLS staff is experienced in addressing all the myriad of issues these cases present. In all cases, CVLS either represents the clients or advises and refers them to a more appropriate free or low cost resource.

Another valuable component CVLS brings to Help Desk clients is its ability to access the knowledge and services of attorneys in other practice areas. Often, parties present with other issues, including adult guardianship, bankruptcy, divorce, foreclosure, etc. With a volunteer pool of more than 2,000 active attorneys, CVLS is able to address multiple issues and needs of clients at the Help Desk.

Section 2.1 (3)

The CBF's partner in this proposal, CVLS, is eminently qualified to oversee its own volunteer attorneys. Overall, CVLS has more than 2,000 attorneys actively working pro bono, supported by a CVLS staff of 13 attorneys and 13 professional and administrative staff. CVLS' support to volunteers includes, but goes well beyond the basics of intake and placing cases with volunteers. Pro bono attorneys, especially those handling or advising on litigation or child law matters, need and deserve staff attorneys who know enough about the cases, law and courts to offer skilled guidance and hands-on help. While CVLS staff attorneys have their own caseloads, the bulk of CVLS' work is taking care of its volunteers. CVLS encourages a collegial atmosphere so that its volunteers feel comfortable with CVLS staff and will never hesitate to ask for help.

All new volunteer attorneys interested in handling minor guardianship work through CVLS must take a 2-hour training program. These are held throughout the year at CVLS' office or at law firms interested in establishing a pro bono relationship. Once trained, volunteers are paired with a program staff attorney who co-counsels them through their first case or consultation. The staff attorney continues to work with the volunteer for subsequent cases, supervising as necessary, depending on the volunteer's abilities and the intensity of the case.

In addition to the initial training and one-on-one oversight, CVLS offers free monthly training and CLE programs for all CVLS volunteers at its administrative office across the street from the Daley Center. In addition, CVLS holds special programs relevant to minor guardianship law. Next April, CVLS, in partnership with the CBF and the Chicago Bar Association's Probate Law Committee, will present a 3-hour program at the CBA for the legal community. The 3-hour program will cover basic who, what and why's of Probate minor guardianships, including what minor guardianship is and why it is important; what the Circuit Court's Guardianship Assistance Help Desk for Minors does; what attorneys need to know about homelessness, school residency, and special education; and what to do if a party or child has a mental illness. In addition to CVLS' Executive Director, Margaret Benson, and the Help Desk's Director, Dr. Rose Hale, confirmed speakers include Olga Prybyl, Vice President of Equip for Equality and Patricia Nix-Hodes, Associate Director of Law Project, Chicago Coalition for the Homeless.

Section 2.1 (4)

With decades of experience developing the many CBF-sponsored advice desks and other court-based projects in the Circuit Court of Cook County and other forums, the CBF is highly qualified

to continue overseeing the operation of the Circuit Court's Guardianship Assistance Help Desk for Minors. The CBF has successfully overseen the operations of the Guardianship Assistance Help Desk for Minors since 1995; beginning in 2000, the CBF began its effective partnership on the Help Desk with Chicago Volunteer Legal Services (CVLS).

CVLS staff has worked very closely with the Court staff at the Help Desk and they enjoy a solid and successful working relationship. CVLS' daily presence in the minor guardianship courtroom allows CVLS to expertly supervise Court staff at the Help Desk. CVLS staff enjoys an excellent working relationship with the judges, clerks and other personnel in Cook County's Probate Division. CVLS knows how courtroom procedures relate to guardianship law and can address the needs of the Clerk of Court. Over the past year, three different judges have presided in the minor guardianship courtroom. Two of those were new to the Probate Division. Each judge brings his or her own experiences, opinions, expertise, personality, and rules. In addition, the law in this area is fairly vague, and different judges have very different opinions on key factors, such as how strongly parental rights should be favored over those of non-parents, what might constitute a parent's "change in circumstances," and what situations are appropriate for DCFS involvement. CVLS works to adapt Help Desk practices and advice to the requirements and expectations of each judge in order to ensure the best possible result for Help Desk clients and the children involved in each case.

In addition to enjoying a regular and strong communication with Court staff at the Help Desk and the Probate Court, CVLS staff attorneys meet monthly with DCFS and other attorneys in the child protection system in order to better coordinate their referrals to the Help Desk. This regular communication helps prevent caretakers and children from being shuttled between various County and other government offices.

CVLS has also served as court appointed guardians ad litem (GALs) in minor and disabled adult cases. While it is rare that CVLS is appointed on a case on which it has consulted on through the Help Desk, if and when that happens, CVLS declines the court appointment as a conflict of interest. Appointed as GAL in approximately 150 minors' cases each year, CVLS has more than 200 volunteer attorneys, working under the direct supervision of CVLS staff attorneys. These volunteer GALs investigate issues for the court, write reports, make recommendations regarding a child's best interests, advocate for those best interests in court and in negotiations with the parties and represent the child in contested proceedings.

CVLS has also accepted court appointments to serve as GAL in disabled adult cases for nearly as many years. Like its counterpart for minors, CVLS volunteers investigate, report and make recommendations to the court. The program started under then Judge, now Justice Maureen Connors in partnership with the CBF; CVLS was appointed last year in 208 of these cases and has more than 200 trained volunteer attorneys. Justice Connors has consistently extolled CVLS' ability to train and support volunteer attorneys to provide high quality legal services to the disabled and minors that populate Cook County's Probate Court. She has also noted, time and again, the value of the services that CVLS has provided to the Probate Court.

Section 2.1 (5)

The CBF is a nonprofit corporation (501(c)(3)).

Section 2.1 (6)

The CBF is not a sole practitioner.

Section 2.1 (7)

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.

SECTION 7.2.3 - QUALIFICATIONS OF THE PROPOSER

Organizational Information

- 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 Glaves - 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
Jesse Ruiz – 1st Vice President
Allegra Rich – 2nd Vice President
Samuel Mendenhall – Treasurer
Terrence J. Dee – Secretary
- FEIN: 36-6109584
- Licenses: Any applicable licenses will be presented at appropriate time

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
- 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 3.

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 3), 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.

Of particular note for this proposal, the CBF has had an agreement with the Circuit Court to oversee the Guardianship Assistance Desk since 1995. In 2000, the CBF first entered into a formal contract with the County and began its partnership with Chicago Volunteer Legal Services (CVLS), with CVLS overseeing the day-to-day operations of the Help Desk with Court staff. 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); a contract with the County to manage the Municipal Legal Advice Desk since 2008 (current contract number 11-41-19); 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.

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); two pro bono appointed counsel programs serving the Circuit Court (in the Chancery and Probate Divisions); and Illinois Legal Aid Online (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.

List of Projects Relevant to this RFP

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 Guardianship Assistance Help Desk for Minors. At the County's or Court's request, we will provide more references.

Three (3) References Where Similar Solutions Have Been Implemented

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@cookcountyl.gov

Reference # 2 – 1st 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@cookcountyl.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)

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

Three (3) References for Chicago Volunteer Legal Services

Honorable Mary Ellen Coghlan
Presiding Judge, Probate Division
Richard J. Daley Center, Room 1803
Chicago, IL 60602
312-603-6002
coghlan87@aol.com

Honorable James G. Riley
Supervising Judge, Probate Division
Richard J. Daley Center, Room 1802
Chicago, IL 60602
312-603-6492
jgriley@cookcountygov.com

Honorable Kathleen M. McGury
Circuit Court Cook County, Probate Division
Richard J. Daley Center, Room 1810
Chicago, IL 60602
312-603-6499

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 Guardianship Assistance Help Desk for Minors (“Help Desk”). Since 1995, the CBF has overseen the Guardianship Assistance Help Desk in partnership with the Circuit Court, and beginning in 2000, the CBF has worked in partnership with Chicago Volunteer Legal Services (CVLS), with CVLS overseeing the day-to-day operations of the Help Desk working with Court Help Desk staff.

The CBF proposes to continue the current strategy and methodology that have been successful for the past thirteen years. In sum, this entails the CBF continuing to oversee the Guardianship Assistance Help Desk for Minors in partnership with CVLS as outlined below. The CBF will award an annual grant for the full amount of the County contract for the Help Desk to CVLS; the CBF will donate its services. This arrangement has proven to be a cost-effective and efficient way to deliver these services. In addition, by helping the high-volume minor guardianship courtroom run more smoothly and efficiently, it has provided a significant benefit to the Circuit Court, Judges and Court personnel in the Probate Division. The over 7000-plus people without lawyers who visit the Desk each year are better prepared when they appear in Court, have the required paperwork and are generally in the appropriate forum for their legal problem.

The partnership between Court staff at the Help Desk, the CBF and CVLS is critical to ensuring the Desk runs smoothly and that Court staff are able to provide top notch services and information. Many of the people who call or come to the Help Desk have issues that require an attorney’s attention. CVLS attorneys provide that constant attention, oversight and supervision to the Court staff who work at the Help Desk. Under the leadership of Dr. Rose Hale, the Court staff at the Help Desk is excellent. The counselors and support staff are trained, compassionate and very qualified to help people without lawyers by completing the paperwork necessary to initiate or appear in a guardianship of minor case, explaining the process for filing and giving notice to parties, for obtaining other documents necessary for court, and for providing them with instructions to navigate the filing and court process at the Daley Center. Staff is also trained to screen the cases to ensure that each case meets basic statutory standards.

However, these highly trained Court staff members are not attorneys and cannot provide legal advice or address legal issues that members of the public present each day at the Desk. It is common for people seeking help from the Help Desk to present with multiple, complicated issues. Sometimes, they live out of state, or want to seek guardianship in Cook County for a child who lives out of state. Petitioners who received possession of a child from child protection authorities in other states or who are subject to out of state custody orders seek guardianship. Biological fathers who have never established parentage seek guardianship, either for themselves or for their relatives, as do biological mothers whose rights were terminated years ago. Sometimes petitioners want guardianship over foreign-born children. Sometimes, the petitioner seeking guardianship of a child is stationed on a U.S. military base in a foreign country.

These are just a few of the infinite number of scenarios encountered at the Help Desk that cannot be evaluated by the Court staff at the Help Desk. In every case that falls outside of the guidelines for a standard petitioner case, a Help Desk guardianship counselor consults with a CVLS staff attorney. After a thorough discussion of the facts of the case, the CVLS staff attorney

makes a decision as to whether Help Desk staff can proceed with the case—prepare the paperwork, etc.—or should refer the case to CVLS for further evaluation. In some cases, help Desk staff is authorized to prepare the paperwork with instructions to include additional information for the court or to modify standard procedures to accommodate unique circumstances.

Proposed Plan of Action

This proposed partnership helps to ensure that Help Desk clients who want to file for guardianship are in the right venue, that guardianship is appropriate and that the Court has all of the information necessary to make an informed decision. In summary, in partnership with the Court staff at the Help Desk and CVLS, the CBF will:

- Provide guidance and expertise on the management of the Help Desk;
- Regularly monitor the services provided at the Help Desk;
- Promote pro bono opportunities for the Help Desk through The Chicago Bar Association, other bar groups and the larger legal community; and
- Coordinate and provide input on the various trainings offered to Court staff at the Help Desk staff and volunteers, and coordinate with The Chicago Bar Association to host the Minor Guardianship annual conference developed by CVLS and Help Desk Court staff.

CVLS, in partnership with the CBF and Court staff at the Help Desk, will:

- Consult, advise and counsel Court staff at the Help Desk at all times the Help Desk is open for business.

The primary CVLS staff for the Help Desk includes, but is not limited to:

- Margaret Benson
- Phillip Mohr
- Rebekah Rashidfarokhi
- Susan DeCostanza

Resumes and qualifications of these staff attorneys are included with this proposal. Each of these attorneys is fully qualified to counsel and advise on all issues presented at the Help Desk. Each of these attorneys has handled a substantial minor guardianship caseload, is very familiar with guardianship law and procedure and with practice in the Probate Division in the Circuit Court of Cook County. Each of these attorneys knows and communicates regularly with the judge hearing minor guardianship cases, other judges who substitute in from time to time, courtroom personnel and other court personnel who are involved.

It is to the County's and Court's advantage to have all four CVLS staff attorneys available to work with Court staff at the Help Desk. A qualified CVLS staff attorney is always available for a consultation. In addition, the combined experience of these CVLS staff attorneys is significant. The proposed sharing of CVLS staff attorneys for the Help

Desk is highly cost effective for the County as it gets more experienced, more expensive legal help for a much reduced cost.

- Accept referrals from the Court staff at the Help Desk staff from all clients who need services that fall outside Help Desk guidelines. This includes clients who need to obtain a custody order in Domestic Relations, adoption, guardianship of the estate of a minor, stand-by guardianship of a minor, guardianship of a disabled adult, etc. When people come to the Help Desk for help in these or other areas that do not meet the Desk guidelines, Help Desk are authorized to send the client across the street to CVLS' offices immediately. CVLS will either meet with the client right away, if possible, or make an appointment for the client to return for a full interview. CVLS will represent the client when appropriate or refer the client to an appropriate resource. If at all possible, CVLS staff will help the client access the appropriate resource. This includes contacting legal aid or government authorities in another, more appropriate forum. Clients referred by the Court staff at the Help Desk for assistance on cases other than minor guardianship will be seen by either CVLS staff attorneys or by CVLS volunteer attorneys working under the direct supervision of one of the staff attorneys named above.
- Meet with the Director of the Help Desk (currently Dr. Rose Hale) at least twice a year to review Help Desk procedures, any current systemic issues or problems.
- Review, at least annually, all Help Desk materials, including self-help, outreach brochures, forms, checklists, etc. to ensure that they are current and accurate.
- Review, at least annually, all Help Desk processes and procedures to ensure that they are current and meeting the needs of clients and the Court.
- At all times, keep the Director of the Help Desk fully advised of changes in personnel and procedure in the Probate Division generally and in the minor guardianship courtroom specifically.
- Assist the Director of the Help Desk in marketing the services of the Help Desk to relevant constituents, including but not limited to hospital social workers; public school personnel; legal aid, community and religious organizations that work with low-income families and the elderly; and other relevant groups (such as grandparents raising their grandchildren). CVLS will conduct presentations on Help Desk services and include Help Desk staff in outreach presentations to legal, social services and other relevant communities.
- Report on the activities of the Help Desk and CVLS on a regular basis, including statistics kept by the Director of the Help Desk.

The partnership between the CBF and CVLS offers significant value to the County. The CBF and CVLS both bring their respective expertise (the CBF in launching and overseeing court-based help desks and pro bono projects; and CVLS' extensive substantive expertise in minor guardianship law and managing pro bono projects) to provide these high value services to Cook County and the Circuit Court of Cook County for a relatively small cost. As outlined in the Pricing Proposal, we again are only asking the County for a relatively modest amount to fund these extensive services. The proposed budget for the next 5 years reflects modest increases (approximately 3% annually) to cover increased costs. The CBF also will continue to donate its time and resources involved with the Help Desk.

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

- 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

- 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 Help Desk, but rather managing and overseeing these services provided by its partner CVLS, 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 Help Desk. In the earlier stages of the Help Desk when systems were being created, implemented and revised, Bob Glaves spent as much as 10% of his time per week on the Help Desk. With the current Minor Guardianship Office Court staff and CVLS 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 Help Desk oversight. The CBF has and will continue to donate all of his time, along with other administrative support, to the Help 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) Justice Anne M. Burke
Illinois Supreme Court
160 N. LaSalle Street, 20th 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

- 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

Time Commitment

Since the CBF is not providing direct services through the Help Desk, but rather managing and overseeing these services provided by its partner CVLS, 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 Help Desk. Since the Help Desk has been operating smoothly for over ten years, she has not been required to spend as much time on the day-to-day oversight of the Help Desk. If the need arises, she is prepared to dedicate more time to Help Desk oversight. The CBF has and will continue to donate all of her time, along with other administrative support, to the Help 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:

May 1, 2014 through April 30, 2015 \$ 63,688.00

May 1, 2015 through April 30, 2016 \$ 65,541.00

May 1, 2016 through April 30, 2017 \$ 67,451.00

GRAND TOTAL (THREE YEAR PERIOD): \$ 196,680.00

Original

Chicago Bar Foundation - RFP # 1390-13098
Guardianship Assistance Help Desk Budget
May 1, 2014 - April 30, 2015

Program Revenue

Total Program Revenue

Program Expenses

Rebekah Rashidfarokhi - Program Director (20%)	14,940
Susan DeCostanza - Staff Attorney (15%)	9,600
Phillip Mohr - Deputy Director (7%)	9,968
Margaret Benson - Executive Director (7%)	11,200

Total Salaries	45,708
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Payroll Taxes	5,420
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Conference, Convention & Meeting	280
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Equipment Purchases & Rental	190
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Equipment Repairs & Maintenance	485
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Health & Life Insurance	6,800
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Insurance - Malpractice & General	135
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Membership Dues	150
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Office Supplies	475
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Postage, Shipping & Delivery	140
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Printing	450
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Rent	2,700
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Subscriptions & Publications	90
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Telephone & Telecommunications	490
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Travel	120
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Utilities	55
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Total Program Expenses

63,688

Chicago Bar Foundation - RFP# 1390-13098
Guardianship Assistance Help Desk Budget
May 1, 2015 - April 30, 2016

Program Revenue

Total Program Revenue

Program Expenses

Rebekah Rashidfarokhi - Program Director (20%)	15,388
Susan DeCostanza - Staff Attorney (15%)	9,888
Phillip Mohr - Deputy Director (7%)	10,267
Margaret Benson - Executive Director (7%)	11,536

Total Salaries	47,079
Payroll Taxes	5,525

Conference, Convention & Meeting	288
Equipment Purchases & Rental	196
Equipment Repairs & Maintenance	500
Health & Life Insurance	7,004
Insurance - Malpractice & General	139
Membership Dues	155
Office Supplies	489
Postage, Shipping & Delivery	144
Printing	464
Rent	2,781
Subscriptions & Publications	93
Telephone & Telecommunications	505
Travel	124
Utilities	57

Total Program Expenses	65,541
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Chicago Bar Foundation - RFP # 1390-13098
Guardianship Assistance Help Desk Budget
May 1, 2016 - April 30, 2017

Program Revenue

Total Program Revenue

Program Expenses

Rebekah Rashidfarokhi - Program Director (20%)	15,850
Susan DeCostanza - Staff Attorney (15%)	10,185
Phillip Mohr - Deputy Director (7%)	10,575
Margaret Benson - Executive Director (7%)	11,882

Total Salaries	48,491
Payroll Taxes	5,633

Conference, Convention & Meeting	297
Equipment Purchases & Rental	202
Equipment Repairs & Maintenance	515
Health & Life Insurance	7,214
Insurance - Malpractice & General	143
Membership Dues	160
Office Supplies	504
Postage, Shipping & Delivery	148
Printing	478
Rent	2,864
Subscriptions & Publications	96
Telephone & Telecommunications	520
Travel	128
Utilities	59

Total Program Expenses

67,451

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).

PRODUCER Myers-Briggs & Co, Inc. 300 S. Wacker Drive Suite 1000 Chicago IL 60606	CONTACT NAME: Brent Elstrom PHONE (A/C, No, Ext): 630-980-2129 E-MAIL ADDRESS: belstrom@wjk.com	FAX (A/C, No.):
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Federal Insurance Company	NAIC # 20281
INSURED The Chicago Bar Association 321 S. Plymouth Ct Chicago IL 60604	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	INSURER G:	

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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	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 - COM/PROP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>	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) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			79774299	6/1/2013	6/1/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N/A	71643330	6/1/2013	6/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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 #1390-13098.

CERTIFICATE HOLDER The County of Cook Contract #1390-13098 118 N. Clark Street, Room 1018 Chicago, IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 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**

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

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

ECONOMIC DISCLOSURE STATEMENT

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes No

*Letter of Certification attached? Yes No

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes No

*Letter of Certification attached? Yes No

Attach additional sheets as needed.

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

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

Subscribed and sworn before me

this ____ day of _____, 20____.

this ____ day of _____, 20____.

Notary Public _____

Notary Public _____

SEAL

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): 17-14-235-027-1020

(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.: 3121954-1204

Form of Legal Entity:

- | | | | |
|---|--------------------------------------|---|--|
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Partnership | <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Trustee of Land Trust |
| <input type="checkbox"/> Business Trust | <input type="checkbox"/> Estate | <input type="checkbox"/> Association | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Other (describe) _____ | | | |
- nonprofit (501(c)(3))

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
n/a	nonprofit 501 (c) (3) corporation	

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

Name of Agent/Nominee	Name of Principal	Principal's Address
n/a	nonprofit corporation	(501 (c) (3))

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

[Signature]
Signature

2-24-14
Date

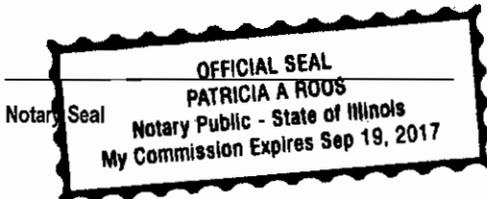
roglares@chicagobar.org
E-mail address

3121557-1204
Phone Number

Subscribed to and sworn before me
this 29 day of February, 2014.
x *[Signature]*

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
312/603-9986 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

DEFINITIONS:

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

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

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

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

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

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. Glaves 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.

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
this ____ day of _____, 20____.

My commission expires:

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
this ____ day of _____, 20_____

My commission expires:

X _____

Notary Public Signature

Notary Seal

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

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.

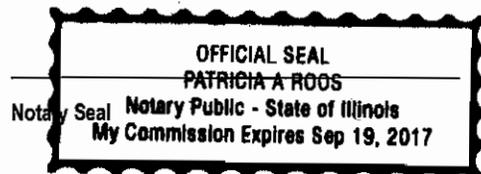
BUSINESS NAME: The Chicago Bar Foundation
BUSINESS ADDRESS: 321 S Plymouth Ct, Suite 3B
Chicago, IL 60604
BUSINESS TELEPHONE: 312/554-1204 FAX NUMBER: 312/554-1203
CONTACT PERSON: Robert^(Bob) Glaves or Dana Merrell
FEIN: _____ *CORPORATE FILE NUMBER: 30737458

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.
[Signature]
Notary Public Signature

My commission expires:



*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:

Shm E.M

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 14 DAY OF April, 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

1390-13098

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 196,680⁰⁰ (DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

Not required

ASSISTANT STATE'S ATTORNEY

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

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 E. M.

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 14 DAY OF April, 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

1390-13098

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 196,680⁰⁰ (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

April 9 2014

COM _____