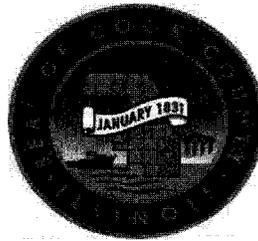


**PROFESSIONAL SERVICES AGREEMENT**

**CONTRACT NO. 1453-13605A**

**VIOLENCE PREVENTION, INTERVENTION AND REDUCTION  
SEED GRANTS**

**BETWEEN**



**APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS**

**SEP 10 2014**

**COM. \_\_\_\_\_**

**COOK COUNTY GOVERNMENT**

**COOK COUNTY JUSTICE ADVISORY COUNCIL**

**AND**

**NORTH LAWNDALE COLLEGE PREPARATORY  
CHARTER HIGH SCHOOL**

# PROFESSIONAL SERVICES AGREEMENT

## TABLE OF CONTENTS

TERMS AND CONDITIONS .....	1
ARTICLE 1: INCORPORATION OF BACKGROUND.....	1
ARTICLE 2: DEFINITIONS.....	1
a) Definitions .....	1
b) Interpretation .....	2
c) Incorporation of Exhibits .....	3
ARTICLE 3: DUTIES AND RESPONSIBILITIES OF CONTRACTOR.....	3
a) Scope of Services .....	3
b) Deliverables .....	3
c) Standard of Performance .....	4
d) Personnel .....	4
e) Minority and Women's Business Enterprises Commitment .....	5
f) Insurance .....	6
g) Indemnification.....	8
h) Confidentiality and Ownership of Documents .....	9
i) Patents, Copyrights and Licenses .....	9
j) Examination of Records and Audits.....	10
k) Subcontracting or Assignment of Contract or Contract Funds.....	11
ARTICLE 4: TERM OF PERFORMANCE.....	13
a) Term of Performance .....	13
b) Timeliness of Performance .....	13
c) Agreement Extension Option.....	13
ARTICLE 5: COMPENSATION .....	13
a) Basis of Payment .....	13
b) Method of Payment .....	14
c) Funding .....	14
d) Non-Appropriation .....	14
e) Taxes.....	14
f) Price Reduction .....	15
g) Contractor Credits.....	15
ARTICLE 6: DISPUTES.....	15
ARTICLE 7: COMPLIANCE WITH ALL LAWS.....	16

ARTICLE 8: SPECIAL CONDITIONS .....	16
a) Warranties and Representations.....	16
b) Ethics .....	17
c) Joint and Several Liability .....	17
d) Business Documents.....	17
e) Conflicts of Interest .....	18
f) Non-Liability of Public Officials .....	19

ARTICLE 9: EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET.....	19
a) Events of Default Defined .....	19
b) Remedies .....	20
c) Early Termination.....	22
d) Suspension.....	23
e) Right to Offset .....	23
f.) Delays.....	23
g.) Prepaid Fees.....	24

ARTICLE 10: GENERAL CONDITIONS .....	24
a) Entire Agreement.....	24
b) Counterparts.....	25
c) Modifications and Amendments.....	25
d) Governing Law and Jurisdiction.....	26
e) Severability .....	26
f) Assigns .....	26
g) Cooperation .....	26
h) Waiver .....	27
i) Independent Contractor .....	27
j) Governmental Joint Purchasing Agreement.....	27

ARTICLE 11: NOTICES.....	28
--------------------------	----

ARTICLE 12: AUTHORITY .....	28
-----------------------------	----

Economic Disclosure Statement  
Signature Pages

**List of Exhibits**

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Economic Disclosure Statement 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 North Lawndale College Preparatory Charter High School, doing business as a Not-for-Profit of the State of Illinois, hereinafter referred to as "Contractor".

**BACKGROUND**

*The County of Cook issued a Request for Proposals "RFP" for Violence Prevention, Intervention and Reduction Demonstration Grants. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Contractor was selected based on the proposal submitted and evaluated by the County representatives.*

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

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

**TERMS AND CONDITIONS**

**ARTICLE 1: INCORPORATION OF BACKGROUND**

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

**ARTICLE 2: DEFINITIONS**

**a) Definitions**

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

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

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

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

"**Department**" means the Cook County 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      Economic Disclosure Statement 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 1, Scope of Services.

iii) **Salaries and Wages**

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

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

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

**f) Insurance**

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 provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor or as specified otherwise. Contractor is responsible for any deductibles or self-insured retentions.

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.

- (1) Each Occurrence                      \$ 1,000,000
- (2) General 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 vehicles 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**

Contractor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$1,000,000 per claim with a deductible of not more than \$100,000. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims made form coverage, or extended reporting following the expiration or termination of this contract, shall be maintained by the Contractor for a minimum of two years following the expiration or early termination of this contract and the Contractor shall annually provide the County with proof of renewal.

**Additional requirements**

i) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, shall 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 or self-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**

The County will not allow the Contractor to commence any work under this Agreement until all insurance required under this Agreement is purchased and evidence of such is received and approved by the Chief Procurement Officer. 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.

**1) Professional Social Services**

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

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

**ARTICLE 4: TERM OF PERFORMANCE**

**a) Term of Performance**

This Agreement takes effect when approved by the Chief Procurement Officer and its term shall begin on October 1, 2014 ("**Effective Date**") and continues until September 30, 2015, or until this Agreement is terminated in accordance with its terms.

**b) Timeliness of Performance**

- i) Contractor must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Contractor acknowledges that **TIME IS OF THE ESSENCE** and that the failure of Contractor to comply with the time limits described in this Section 4.b 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 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
- 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.a and 9.c.

**b) Ethics**

In addition to the foregoing warranties and representations, Contractor warrants:

- i) no officer, agent or employee of the County is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
- ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

**c) Joint and Several Liability**

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

**d) Business Documents**

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

e) **Conflicts of Interest**

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Contractor covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Contractor must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Contractor is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Contractor's past or present clients. If Contractor becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- v) The Contractor further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h 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 Article 7 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.b;
- 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.a and 9.b 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.a and 9.b 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.c.

**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.c.

**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.b of this Agreement; or
- (iii) if the County has any credits due or has made any overpayments under this Agreement.

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

**f) Delays**

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

**g.) Prepaid Fees**

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

**ARTICLE 10: GENERAL CONDITIONS**

**a) Entire Agreement**

**i) General**

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

**ii) No Collateral Agreements**

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

iii) **No Omissions**

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

b) **Counterparts**

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

c) **Modifications and Amendments**

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

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

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

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

**d) Governing Law and Jurisdiction**

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

**e) Severability**

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

**f) Assigns**

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

**g) Cooperation**

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

**h) Waiver**

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

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

**i) Independent Contractor**

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

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

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

**j) Governmental Joint Purchasing Agreement**

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

**ARTICLE 11: NOTICES**

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

If to the County: Justice Advisory Council  
69 West Washington Street, Room 1110  
Chicago, Illinois 60602  
Attention: Sharrell Hibbler

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: North Lawndale College Preparatory Charter High School  
1313 South Sacramento Drive  
Chicago, Illinois 60623  
Attention: Evan Westerfield, Chief of External Affairs

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

EXHIBIT 1

**Scope of Services**

**Purpose**

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

**Program Methodology**

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

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

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

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

The Contractor shall offer a safe, supportive and encouraging environment that encourages trust, bonding, and connection. Staff selection should take into account the population being served with consideration to parity, economic challenges and cultural values. The JAC expects equitable treatment by staff towards all participants throughout their course of treatment.

#### Project Component

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

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

#### Record Keeping Procedure

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

#### Proposal Requirements

Contractor shall provide the following information, and each section should include at a minimum the following information:

- **Description of Problem**  
Contractor shall provide a description of the problem that includes the prevalence of violence within the geographic area in which your organization hopes to serve, and the types of violence that are prominent in this geographic area.
- **Description of Target Population**  
Contractor shall provide a description of the target population, including a demographic and geographic description of the target population to be served, along with an explanation as to why this population is at risk of being involved in violence.
- **Program Implementation Plan & Implementation Schedule**  
Contractor shall provide a detailed description of the proposed scope of work, implementation plan & implementation schedule designed to increase agency/organizational capacity and any new services provided. Contractor shall clearly describe the intervention(s) and service supports proposed for this grant opportunity, and provide a clear program schedule that specifically outlines the amount of time (and frequency) devoted to program activities. This plan shall explain how the program implementation schedule will be supported by and executed by appropriate staffing.

- **Expected Outcomes**

Contractor shall provide the programs expected outcomes, including program outcomes that will be achieved by the target population, and how the organization will measure these outcomes.

- **Planning & Preparation Activities**

Contractor shall provide the planning & preparation activities, including planning activities the organization intends to engage in for preparation of program execution.

## EXECUTIVE SUMMARY

The West Side of Chicago is one of the two most violent areas in the City. If it were its own city, the West Side would be the deadliest and most violent in America. Research suggests that one of the most effective ways to reduce such violence is education and school-based programming. **Accordingly, North Lawndale College Prep (NLCP), a charter public high school on the West Side and a recipient of a 2013 Violence Prevention, Intervention and Reduction Grant, seeks \$40,000.00 in order to (1) to solidify and make self-sustaining the violence prevention work started under the 2013 Grant; and (2) expand the highly successful community nonviolence training programs that were run this past year to even more parents as well as grammar school students.** Expanding this existing and already-successful school-based intervention will help further reduce violence on the West Side.

NLCP has significant experience working with the West Side and its residents. Founded in 1998, NLCP is a charter public high school based in the North Lawndale area that serves nearly 900 students each year from across the West Side. 100% of NLCP's students are African-American or of color. More than 90% are low-income. Nearly 10% are homeless at any given time. Importantly, NLCP is free and open to all students – there are no admission requirements or barriers to entry. Since opening 16 years ago, NLCP has graduated more than 1,400 students and only expelled three students.

NLCP has demonstrated success with these students. Nearly 90% graduate high school. More than 80% of those graduates enroll in college. More than 80% of those college enrollees have either earned their degree or are still working toward one. 95% of NLCP's college graduates are employed. Thus, year after year NLCP has taken students that come into high school significantly behind (e.g., 50% of freshmen only read at the 6<sup>th</sup> grade level), and transformed them into college graduates.<sup>1</sup>

**Where NLCP has been particularly successful, though, is at helping its students become peaceful.** NLCP's freshmen enter the school bearing all the hallmarks of having grown up in a community wrecked by violence and trauma. They have limited tools of self-control. They respond in hair-trigger fashion to conflict. They view the use of violence to resolve problems as necessary and appropriate.

---

<sup>1</sup> Importantly, NLCP has achieved this without kicking students out. Only 3 students have been expelled in 16 years.

NLCP disrupts that with its school-wide Peace Initiative. All students receive lessons on self-regulation and how to respond to conflicts non-violently. In addition, these lessons are taught by “Peace Warriors”: our own students who have received advanced training in principles of Kingian non-violence and who then act as messengers of peace around the school, de-escalating conflicts with research-based positive intervention strategies. In other words, students, not adults, lead this effort. Finally, whenever a student breaks the peace, the community responds to re-educate the student about how to be non-violent – through restorative-practice Peace Circles, Peer Juries and Learning-to-Rise workshops. The result is that over 90% of NLCP’s days are peaceful; outside gang activity by NLCP’s students has significantly decreased; and the school does not even need to have metal detectors at its doors.

**During the school year 2013-2014, NLCP received a grant from the Cook County Violence Prevention program to expand this Peace Initiative. Because of this grant, NLCP has been able double the number of its trained Peace Warriors; conduct twice as many Peace Circles and Peer Jury sessions; and hold two student-led peace training workshops that reached over 200 parents and community members. The number of violent incidents at school have decreased and student attitudes about nonviolence have improved.**

NLCP is seeking funding this year to solidify and strengthen the programs that were created this past year and then to further expand them into the community. Specifically, NLCP intends to:

- Train 50 additional student Peace Warriors and 25 student Peer Jurors in lower grades (above and beyond those trained this past year) to ensure that the Peace Initiative work funded this past year can be self-sustaining after this upcoming year;
- Hold two additional student-led peace training workshops that would reach approximately 400 more parents and community members (above and beyond the 200 parents and community members reached this past year);
- Conduct four student-led peace training workshops in North Lawndale grammar schools that would reach 200 7<sup>th</sup> and 8<sup>th</sup> graders;
- Train 25 parents as official Peace Warriors.

In total, the proposed program would provide substantive nonviolence training to as many as 1,500 individuals from the West Side (900 NLCP students; 400 parents and community members; and 200

grammar school students). In addition, this program would grow out of and build upon an already successful model previously funded by the County. But best of all, this program would be almost entirely student-directed – with the young people most affected by the violence on the West Side teaching their fellow community members about how to more effectively resolve conflicts and reduce violence. At approximately \$26 per participant, this is a clearly worthwhile program to fund.

NLCP and its students are thrilled about the success they have had in restoring a culture of peace within NLCP's walls – and the initial work they did this past year with parents and community members. Now they are eager to take that knowledge and those skills even deeper into the community – not only for their parents and other adults but also for their younger siblings and friends.

The program would be led by two stellar staff with significant experience in nonviolence work. John Horan, NLCP's President and supervisor of the program, has worked with at risk youth for more than 30 years, first as head of Youth Ministry for the Catholic Diocese, then as Executive Director of the I Have a Dream Foundation, and then finally for 14 years as Dean of Students and then Principal for NLCP. Tiffany Childress, the program manager, lives in the North Lawndale community; has taught at risk youth for more than six years; is a Level II certified non-violence trainer; and was the 2012 recipient of the Facing History, Facing Ourselves "Upstander" award for her non-violence work. Ms. Childress would lead the day-to-day work, reporting to Mr. Horan.

The total requested funding for this work is \$40,000.00. Both process and outcome measures would be tracked. Thus, NLCP would assess on a quarterly basis the number of Peace Warriors and parents trained, the number of Peace Circles conducted, etc. But it would also track whether the number of violent incidents decreased, whether the rate of recidivism decreased, and whether student attitudes about violence and peace have improved.

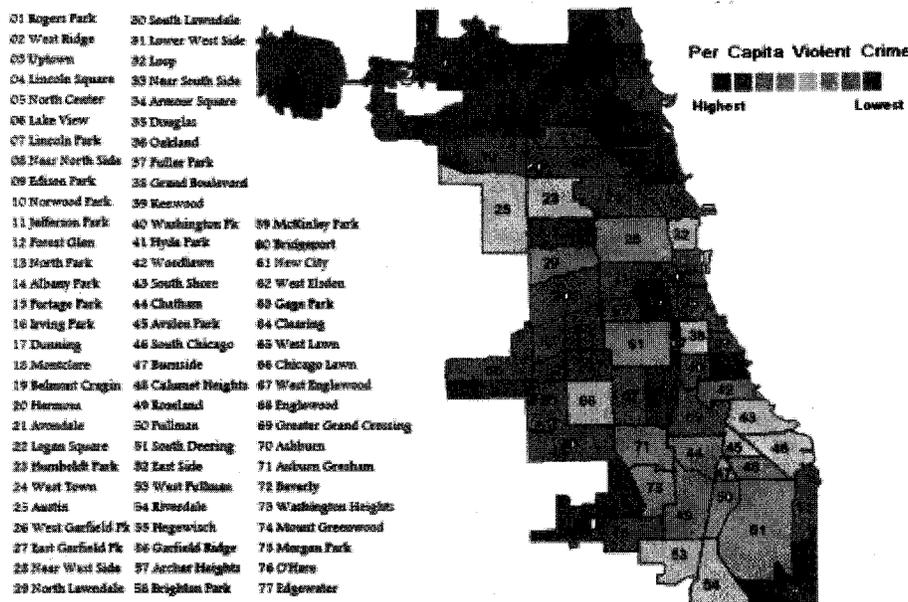
In sum, NLCP has a proven track record of reducing violent activity among young people who are most susceptible. Providing the funding that NLCP seeks in this grant proposal would ensure that the work started this past year could be self-sustaining into the future and also expand that work to more adults and other young people from the community, thereby creating a larger force for peace that can counterbalance and combat the habits of violence that now prevail.

### DESCRIPTION OF THE PROBLEM

The West Side communities of North Lawndale, Garfield Park, & Austin are some of the poorest and most under-resourced communities in Chicago. Nearly 50% of the people living in these areas earn less than \$25,000 per year. Fewer than 10% hold bachelor’s degrees. Unemployment rates for residents aged 20-24 exceed 50%. In North Lawndale in particular, more than two-thirds of the residents are involved in some way with the criminal justice system, and there are more ex-felons than registered voters.

A consequence of this poverty is a staggering incidence of murders, shootings, , and other person-on-person violence. As indicated below, the West Side is one of the two most violent areas in the City.

#### Violent Crime in Chicago Neighborhoods:



If the West Side were its own city, it would qualify as the deadliest and most violent in America.<sup>2</sup>

Research shows that one of the best ways to address such poverty and violence is through education and school-based programming.<sup>3</sup> It was precisely for this reason that North Lawndale College Prep (NLCP) was formed in 1998.

<sup>2</sup> <http://www.chicagonow.com/chicago-muckrakers/2010/06/if-chicagos-west-and-south-sides-were-their-own-cities-theyd-be-the-deadliest-and-most-violent-in-america/>

## ABOUT PROPOSER NORTH LAWDALE COLLEGE PREP

### 1. Background on North Lawndale College Prep (NLCP) and its Mission

Located near the corner of 16<sup>th</sup> Street and Homan Ave., the ground zero of violent crime on the City's West Side,<sup>4</sup> NLCP is a charter public high school serving 900 students in grades 9-12. NLCP is open to any student within the City who applies – although the vast majority of NLCP's students come from the immediate surrounding zip codes and West Side communities of North Lawndale, Garfield Park and Austin.<sup>5</sup> 100% of NLCP's students are African-American or of color. More than 90% are low-income. Nearly 10% are homeless at any given time.

While NLCP is like a traditional neighborhood public school in many ways – e.g., it is free and there are no admission requirements for entry - NLCP is also different in important ways. Most relevant is the fact that NLCP is a *charter* public school. This means that NLCP has more freedom to decide how to spend its allocated funds and how to structure its educational program.

Since its inception, NLCP has used this flexibility to pursue a single guiding mission: to develop in each and every student, no matter their circumstances or prior preparation, those personal and academic skills necessary for successful graduation from college. Research shows that students who obtain a college degree (i) earn substantially more than young adults without such degree; (ii) have significantly greater job security; and (iii) *most importantly for the present purposes, are far less likely to commit or be victims of violent crime*. Indeed, success in college depends on having certain personal characteristics – forethought, patient, discipline, and self-regulation – that are anathema to violent behavior. By teaching these skills, and producing future college-graduates, NLCP aspires to address the root causes of the violence affecting the West Side.

---

<sup>3</sup> Lochner, L. and E. Moretti (2004), "The Effect of Education on Crime: Evidence from Prison Inmates, Arrests, and Self-Reports," *The American Economic Review*, Vol. 94, No. 1 (Mar., 2004), pp. 155-189.

<sup>4</sup> This corner is often referred to as the "Holy City." Just as Jerusalem is the intersecting point for three of the world's major religions, this corner is the intersecting point for three of Chicago's major gangs.

<sup>5</sup> Every year, more students apply than NLCP has space to accommodate. This year, for example, 1,100 students applied for 240 freshmen slots. A lottery is used to choose the final group of freshmen.

NLCP is succeeding at this mission:

- Nearly 90% of its students graduate high school (compared to less than 50% for other neighborhood schools).
- More than 80% of these graduates enroll in college (compared to less than 50% for other neighborhood schools).
- More than 80% of those that enrolled in college have either graduated or are still working toward their degrees (compared to 19% nationally for low-income students).
- 95% of NLCP's college graduates are either employed or working toward a more advanced degree.

NLCP has thus put back on the streets hundreds of neighborhood young adults to counterbalance and combat the forces of generational poverty and violence in the surrounding community.

## 2. Background on NLCP's "Peace Initiative"

NLCP operationalizes all this on a daily basis through its school-wide "Peace Initiative." The Peace Initiative is a response to the fact that most of our incoming freshmen arrive believing that violence is an appropriate way of dealing with conflict. That "reality" must be disrupted. It is imperative that these students develop an alternative set of strategies and approaches. If they do, these students will be significantly more likely to succeed in college and can also be a force for positive behavior at home and in their community.

The Peace Initiative helps students develop these alternative strategies and approaches through an interlocking, tiered web of programs.

**Peace Training in Advisory.** Each day, students have an "Advisory" class. Similar in some ways to a "Homeroom," these classes are an opportunity to teach "subjects" that do not fall within the traditional curriculum of Math, English, Science and Social Studies. One day each week, the Advisory curriculum includes a unified lesson relating to how to respond to and resolve conflicts non-violently. This ensures that all students receive teaching about Peace – in a manner that is consistent across the school.

**Peace "Warriors."** Each year, a certain number of students receive comprehensive training in the principles of Kingian non-violence through a program developed in conjunction with University of Rhode Island's Center for Peace and Non-Violence as well as Dr. Bernard

Lafayette, Dr. King's close confidante and co-laborer in the Civil Rights Movement.<sup>6</sup> The students are taught the importance of non-violent conflict resolutions, and then specifically how to identify problem situations and de-escalate those situations using research-based positive interventions. These students come to school in special uniforms to distinguish themselves, and then serve as "messengers of peace" for the rest of the school community as well as "first-responders" to any developing conflicts. Over the last four years, NLCP has trained more than 300 Peace "Warriors," with nearly 100 currently active in the school.

**Peace Circles.** When a potential conflict is identified, and cannot be resolved with direct intervention (e.g., an escalating set of inflammatory comments exchanged across social media), a Peace Circle will be convened. A Peace Circle is a student-led intervention in which all those involved in a potentially explosive situation are gathered promptly together given an opportunity to share their concerns and feelings, with the guidance and supervision of several of the Peace Warriors. This exercise interrupts the habit of hair-trigger response and instead gives students an opportunity to practice and develop habits around how to appropriately resolve interpersonal problems.

**Peer Juries.** If a conflict develops and any form of physical contact is involved, there is a critical opportunity to re-teach the student about the consequences of resorting to violence and the need to avoid such responses. This is done through Peer Juries. The student who has "broken the peace" is required to come before a panel of his or her peers to explain the behavior at issue, and then to discuss its consequences for himself or herself, as well as the consequences for the other student(s) and the broader NLCP community. Together with the student, the Peer Jury determines an appropriate "restoration activity" that will help heal the community as well as move the student toward stronger habits of peace for the future.

**Learning-to-Rise.** If a student engages in a physical response to a conflict that results in a suspension (e.g., a fight), that student cannot return to his or her classes after the suspension without first attending the Learning-to-Rise program. This is a half-day, intensive workshop designed to re-teach the principles of peaceful conflict resolution.

**Targeted Psychological Interventions.** Many of our students engage in violent activity, or respond to conflict violently, because they themselves have been impacted by violence. These victims of trauma often do not respond to the first levels of intervention identified above; more intensive work is required. NLCP provides that through group therapy interventions, designed by Lurie's Children's Hospital and implemented by NLCP social workers. The first is ThinkFirst, a group designed to teach alternative skills for responding to conflict. The second is CBITs, which stands for Cognitive Behavioral Intervention Therapy, an evidence-based program designed to give victims of trauma more tools for managing their emotional state.

---

<sup>6</sup> Dr. Lafayette is known for, among other things, his effective mediation work in Colombia with FARC and his intervention to avert a violent confrontation between Native American leaders and the U.S. government at Wounded Knee, South Dakota.

Together, these complimentary programs ensure that (i) all students receive teaching on how to respond peacefully to conflict; (ii) those students who have difficulty internalizing those lessons at first are identified quickly and are put through experiences that allow them to practice and develop new habits; and (iii) those students who continue to have difficulty receive even more intensive interventions.

### 3. Overall Results of NLCP's "Peace Initiative"

The results have been impressive. In the school year 2008-2009, NLCP recorded more than 90 fights – almost one every other day. In the school year 2009-2010, when the Initiative was implemented, fights dropped to only 25. Since that time, the number of fights has continued to decline. Recidivism has decreased as well, with fewer and fewer repeat offenders. For that last few years, NLCP has boasted an “A” in Peace, meaning that there were fewer than 15 fights and more than 90% of its school days were free of any physical response to conflict. There is no question that our students have learned the habit of peace and practice it within our school walls.<sup>7</sup> These results have even drawn the attention of the media, and the Peace Initiative has been written about in the press and was featured on ABC News.<sup>8</sup>

### 4. Results of NLCP's Work Under the 2013 Violence Prevention Grant

NLCP was the recipient of a \$51,000 Violence Prevention, Intervention and Reduction grant from the County. That grant enabled NLCP to, among other things, train 50 additional Peace Warriors; double the number of weekly peace circles and peer juries; and most importantly, to conduct nonviolence trainings for more than 200 NLCP parents and North Lawndale community members (see e.g., Attachment 1 - Summary of December 2013 Parent and Community Training session). As a result of this work, the number of violent responses to conflicts at the school decreased; student attitudes about violence and nonviolence improved; and reports of gang activity among NLCP students dropped.

---

<sup>7</sup> This compares with the neighborhood school a few blocks down the road, which serves the same demographic group but has a police car parked out front every day and reported more than a dozen incidents where students were taken from school in handcuffs.

<sup>8</sup> <http://abclocal.go.com/wls/story?section=news/local&id=8835924>

## TARGET POPULATIONS TO BE SERVED

Under the proposal, three distinct target populations would be served, totaling 1,500 individuals.

First, the proposed plan would serve the 900 students at NLCP. These students live in the West Side communities of North Lawndale, Garfield Park and Austin, with almost 70% coming from the zip codes of 60623 and 60624. They are 100% African-American or of color. As many as 95% come from low-income families. Nearly 10% are homeless at any given time. More than 50% arrive at high school reading at the 6<sup>th</sup> grade level or below.

Most importantly for this purposes of this proposal, these students have been deeply and personally affected by the violence that afflicts the West Side. More than 75% report having witnessed gun violence first-hand. Approximately 75% report that at least one family member has been a victim of gun violence. More than 25% report that they themselves have been victims of gun violence.

The second population served by this grant would be approximately 400 parents of NLCP students and North Lawndale community members. This population is also 100% African-American or of color, and overwhelmingly low-income (median income of less than \$25,000 per year). Only 6% have college degrees, and among 20-24 year-olds, there is 60% unemployment.

Like their children, these adults have been disproportionately affected by the violence around them. They too report in surveys that they have witnessed and/or been personally impacted by gun violence at extremely high rates (>75%).

The final population served by this grant would be at least 200 7<sup>th</sup> and 8<sup>th</sup> grade students in the North Lawndale area, most likely from the grammar schools of LEARN charter, Legacy charter, Herzel elementary, Johnson elementary and Chalmers elementary. This population comes entirely from the zip codes of 60623 and 60624 and is overwhelmingly low-income and of color. These students' exposure to violence is similar to that experienced by their high-school brethren and their parents and adult community members described above.

## PROPOSED PROGRAM PLAN AND SCHEDULE

The proposed program would include five principal elements:

1. Continue Nonviolence Programming Initiated Under Last Year's Grant

In years past, NLCP boasted approximately 50 Peace Warriors and could organize about three peer jury or peace circle sessions a week. As a result, we were able to significantly reduce violent conflict resolution within our school community, as noted above. However, it was recognized that with such a relatively small number of Peace Warriors (about one for every 20 NLCP students), and such a small number of peer jury sessions (about 60 a year), we were only reaching a fraction of our overall community. We needed to do more.

Thanks to the 2013 Violence Prevention, Intervention and Reduction Grant, NLCP was able to double the number of trained Peace Warriors to 100 and double the number of weekly peer jury/peace circle sessions. This enabled us to reach and share information about nonviolent approaches to conflict with significantly more students within the school community. It also enabled us to employ restorative justice practices on a much wider scale. The results were exponential, and we now feel we are directly reaching nearly all 900 students in one way or another.

Our first priority for next year (and the first element of our proposed plan) would be to continue this work. In particular, we need to maintain our number of Peace Warriors at 100, and to continue to run at least 6 peer jury/peace circle sessions each week. If we do so, we will directly impact the entire school population.

To accomplish this, we will hold two Peace Warrior training sessions, one in the fall, and one in the spring. In addition, we will hold two Peer Juror training sessions, also one in the fall and one in the spring.<sup>9</sup> These training sessions will ensure that we have the capacity to continue last year's work.

---

<sup>9</sup> While there is some overlap, the training to be a Peace Warrior differs from that for becoming a Peer Juror in important ways – hence the need for distinct training sessions.

## 2. Complete Drive to Sustainability.

As noted above, the 2013 Grant enabled NLCP to double the number of trained Peace Warriors to 100 and double the number of weekly peer jury/peace circle sessions. This development not only enabled us to reach more of our school community, it also brought us to the verge of sustainability.

In the past, most Peace Warriors and student Peer Jurors were seniors. When they graduated, they would take their knowledge and skills with them. Teachers and other adults would then have to teach the next group of leaders for the following year. However, due to last year's grant, we now have trained Peace Warriors and student Peer Jurors at every grade level. With this strong cadre of underclassmen, we are in a position, for the first time, where we can foresee students teaching other students to be Peace Warriors and Peer Jurors; the skills and knowledge about nonviolent conflict resolution could be transferred without significant adult involvement.

The first part of the proposed program would be to complete this drive to sustainability. To do that, we would train an additional 50 Peace Warriors and 25 student Peer Jurors – with a specific focus on the lower grades (9<sup>th</sup>, 10<sup>th</sup>, and to a lesser extent 11<sup>th</sup>). This would replace the ranks lost through graduation this year while creating a robust enough cohort to ensure the capacity for student-led training of participants in future years. These trainings would be part of the fall and spring training sessions discussed above.

## 3. Additional Parent Training

In the past, NLCP's peace work was focused almost entirely on NLCP's own school community. However, thanks to the 2013 Grant, NLCP was able for the first time to take its lessons about peaceful conflict resolution to the broader outside community. We held two parent training sessions focused on nonviolent conflict resolution, one in December and one in May. Over 200 parents and community members attended in total (see Attachment 1 – Summary of December Parent Training Workshop). The impact on the participants was palpable, as one attendee wrote to us afterwards:

Violence has had a big impact in my life, I lost a cousin when he was 2 because his step father couldn't control his anger, I lost a cousin because she wanted to break up with her boy friend so he beat her to death, I lost my brother because he was at the wrong place at the wrong time and I lost a cousin because he asked someone not to shoot fire crackers at the

kids. All senseless deaths and could have been avoided. And what the kids taught the other day was a good lesson and I wish we could drill those same teachings into every individual.

The reason these trainings were so successful is that they were entirely student-led. The students designed the program. The students reached out to the community through calls and mailings. The students handled all the logistics. And the students led the training sessions themselves. There is no more powerful messenger for peace than the young people most powerfully affected by its absence.

Our plan for this year is to build on last year's strong start. We will hold two additional parent training workshops, one in the fall and one in the spring, just like this past year. We expect to increase attendance by 50% or more this year, given our lessons learned about what works in terms of recruitment and the fact that parents who attended last year can now vouch for and recommend the programs to their friends and family. These two sessions, like the ones last year, will be entirely student-directed.

4. Deeper Parent Training.

A number of the parents and community members who attended last year's nonviolence training workshops expressed an interest in receiving additional, more intensive training. They said they were interested in becoming even more versed in the principles of peaceful conflict resolution and perhaps leading others in that direction as well. To see adults respond so positively to their messages was thrilling for our students and encouraging for our staff.

Given this interest, a fourth element of our program for this year will be to conduct a special, more intensive training for that subgroup of parents and community members who want to go "deeper." This would involve a one-day training for 25-50 adults focusing on those nonviolence principles and skills that could not be covered in the first workshops. This training session would be run jointly by students and certified adult nonviolence trainers.

5. Reaching the Next Generation.

Seeing the strong positive response from adults to their peace training work, NLCP's Peace Warriors asked if they could take their work to younger students as well. Even more than adults, and even more than high-school students in fact, middle-schoolers are a critical audience for the knowledge and

information contained in the NLCP nonviolence training program. The earlier we can reach the community's young people, our Peace Warriors argued, the more likely we can successfully influence them in the direction of nonviolence rather than violence.

Accordingly, the fifth and final element of the proposed program would be four training sessions for 7<sup>th</sup> and 8<sup>th</sup> graders. There would be three sessions during the school year, and one during the 2015 summer. We would target students at five local elementary schools: LEARN charter, Legacy charter, Herzel elementary, Chalmers elementary and Johnson elementary. These schools all serve North Lawndale students; have siblings of many NLCP students; and are within a quarter-mile of NLCP's campuses. The sessions would be conducted during the school day, and each would last approximately 1-2 hours. The sessions would be entirely student-organized and directed, with only adult supervision.

6. Other Components of Program.

In addition to the programmatic work, there will be a certain amount of administrative work. This includes managing project finances, report preparation and data analysis, among other things.

Overall supervision of the program will be conducted by John Horan, NLCP President for formerly NLCP Dean of Students. Mr. Horan will supervise Mr. Westerfield's work as project manager and Ms. Childress's work as program manager. Mr. Westerfield will supervise the work of the data analyst and will manage the finances of the project. Ms. Childress will supervise the work of the student trainers and any other NLCP staff involved in the specific programmatic work.

## OUTCOMES AND EVALUATION

Success will be determined using process and outcome measures.

The process measures would be:

- 50 Peace Warriors are trained
- 6 Peace Circles and Peer Juries each week
- Two parent training workshops held (reaching 400 community members)
- One parent Level II parent training workshop held (reaching 25-50 community members)
- Two Peace Warrior training workshops held
- Two Peer Jury training workshops held
- Three grammar school training workshops held

The outcome measures would be:

- Strong positive change in student and parent attitudes toward peaceful conflict resolution, as determined through pre- and post-surveys
- 50% reduction in the number of fights at NLCP compared to prior year

Progress toward the process goals would be assessed on a monthly basis. Progress toward the outcome goals would be assessed on a quarterly basis, except for the survey that would occur twice a year.

### **PLANNING AND PREPARATION ACTIVITIES**

No special planning or preparation activities are necessary to implement the proposed program. As a result of the work under the 2013 Grant, NLCP is prepared to begin work on the proposed program as soon as authorization is given.

## QUALIFICATIONS OF PROPOSER

NLCP has been operating as a public charter school for grades 9-12 since 1998 and currently has 120 employees and almost 900 students. NLCP has operated in the North Lawndale/West Side area that entire time. Thus, NLCP has more than 14 years experience working with low-income African American young people who come from communities affected by violent crime. The best indicator of NLCP's strong track record for providing services to this population is the fact that Chicago Public Schools has reviewed NLCP's performance every five years, and each time has recommended that NLCP's charter be renewed for another five years.

NLCP has been running its Peace Initiative since the summer of 2009, with all 900 of its students. NLCP has also conducted trainings of Peace Warriors for a number of other high schools, including the Social Justice High School, Roberto Clemente High School, and Kelvyn Park High School. Finally, NLCP has partnered with various organizations to implement peace work around the West Side, including Positive Peace Warriors Network, Lafayette and Associates, Tha House Development Corp., Marquette University, Writer's Theater and the MLK Project, and Lawndale Christiana Development Corp.

### References include:

Dr. Bernard Lafayette, Lafayette and Associates: [lionthebigcat@yahoo.com](mailto:lionthebigcat@yahoo.com)  
Kazu Haga, Positive Peace Warriors Network: [emailkazu@gmail.com](mailto:emailkazu@gmail.com)  
Phil Jackson, Tha House Development Corporation: 773-398-6764  
Henry Cervantes, Marquette University: 773-691-3288  
Erin Matthews, Kelvyn Park High School: [ematthews4@cps.edu](mailto:ematthews4@cps.edu)  
Nicole Ripley, Writer's Theater and the MLK Project: [nripley@writerstheatre.org](mailto:nripley@writerstheatre.org)  
Kim Jackson, Lawndale Christian Development Corp: [kjackson@lcdc.net](mailto:kjackson@lcdc.net), 773-243-9077  
Pat Ford, Executive Director, Steans Family Foundation, [pford@fic-sff.com](mailto:pford@fic-sff.com)

## KEY PERSONNEL

**John Horan, Project Leader.** Mr. Horan holds an undergraduate degree and a Masters of Divinity from University of St. Mary of the Lake. In addition to teaching elementary, high school, and graduate level courses, Mr. Horan served as the Director of the Catholic Youth Office in the Archdiocese of Chicago and the Executive Director of the “I Have a Dream” Foundation (IHAD). Mr. Horan was one of the founding architects of NLCP and became its Dean of Students in 1998. In June 2008, he was promoted to President.

**Tiffany Childress, Program Manager.** Ms. Childress holds an undergraduate degree from The Ohio State University and a Master’s Degree in Secondary Science Education from Wheaton College. Ms. Childress has taught at risk youth for more than six years as a Chemistry teacher at NLCP. Prior to that, Ms. Childress worked as an education community organizer within the Little Village High School. Ms. Childress is a Level II certified non-violence trainer (University of Rhode Island) as well as the 2012 recipient of the Facing History, Facing Ourselves “Upstander” award for her non-violence work. Ms. Childress has served as a Board member for a number of organizations directed at helping at risk youth, including Lawndale Christian Development Corporation and ENLACE Chicago. Ms. Childress lives in the North Lawndale community.

**Evan Westerfield, Project Manager.** Mr. Westerfield holds an undergraduate degree from Yale College and a J.D. from the University of Chicago Law School. Mr. Westerfield practiced as an attorney for 20 years at the law firm of Sidley Austin LLP, before retiring on December 31, 2013. He served on NLCP’s Board for 12 years and was Chair of the Board and acting interim superintendent of NLCP from 2007-2009. He now serves as Chief of External Affairs for NLCP.

**Data Analyst and Students.** These positions have not yet been filled.

Organizational reporting structure: Ms. Childress and Mr. Westerfield will report to Mr. Horan. Data Analyst will report to Mr. Westerfield. Students will report to Ms. Childress.

EXHIBIT 2

Schedule of Compensation

## VIOLENCE PREVENTION, INTERVENTION AND REDUCTION SEED GRANTS

Proposer: North Lawndale College Prep

May 21, 2014

**BUDGET DETAIL****A. Personnel**

<b>Name/Position</b>	<b>Computation</b>	<b>Cost</b>
John Horan – NLCP President, Project Leader	120 hours x \$50/hour	\$6,000
Tiffany Childress – Program Manager	200 hours x \$35/hour	\$7,000
Evan Westerfield – Project Manager	100 hours x \$25/hour	\$2,500
Student Trainers	10 sessions x \$50/session x 7 student avg.	\$3,500
Data Analyst	25 hours x \$40/hour	\$1,000

**Total \$20,000****B. Fringe Benefits**

None.

**C. Travel**

None.

**D. Supplies**

None.

**E. Other**

<b>Description</b>	<b>Computation</b>	<b>Cost</b>
Facility and food for Peace Warrior training	\$1,000 x 2 trainings	\$2,000
Supplies for Peace Warrior trainings	\$500 x 2 trainings	\$1,000
Facility and food for Peer Juror trainings	\$1,000 x 2 trainings	\$2,000
Supplies for Peer Juror trainings	\$500 x 2 trainings	\$1,000
Incentives and supplies for Parent trainings	\$3,000 x 2 trainings	\$6,000
Incentives and supplies for Grammar School trainings	\$1,000 x 3 trainings	\$3,000
Meals for Peace Warrior working sessions	\$200 x 5 sessions	\$1,000
Meals for Peer Juror working sessions	\$200 x 10 sessions	\$2,000
Peace Warrior and Peer Jury apparel for student trainers	\$20 x 100 students	\$2,000

**Total \$20,000****BUDGET SUMMARY**

	<b>Budget Category</b>	<b>Amount</b>
A.	Personnel	\$20,000
B.	Fringe Benefits	\$0
C.	Travel	\$0
D.	Supplies	\$0
E.	Other Costs	\$20,000
	<b>Grand Total</b>	<b>\$40,000</b>

EXHIBIT 3

Evidence of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/8/2014

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

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

<b>PRODUCER</b> <b>Laurus Strategies</b> <b>55 West Monroe Suite 500</b>  <b>Chicago IL 60603</b>	<b>CONTACT NAME:</b> Tim O'Brien <b>PHONE (A/C, No, Ext):</b> (312) 429-2259 <b>E-MAIL ADDRESS:</b> tobrien@laurusstrategies.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>North Lawndale College Preparatory Charter</b> <b>1615 S Christina Ave</b>  <b>Chicago IL 60623</b>	<b>INSURER A:</b> GAE - Great American Alliance	
	<b>INSURER B:</b> Great American Alliance	
	<b>INSURER C:</b> ProSight Specialty Insurance	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		<b>NAIC #</b> 26832

**COVERAGES**                      **CERTIFICATE NUMBER:** CL147802073                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		PAC0991672	7/15/2014	7/15/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
B	AUTOMOBILE LIABILITY			CAP0991673	7/15/2014	7/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							Medical payments \$ 2,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			UMB0991674	7/15/2014	7/15/2015	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WC201400006586	7/15/2014	7/15/2015	WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
A				PAC0991672	7/15/2014	7/15/2015	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 is listed as additional insured with respects to the general liability policy.

<b>CERTIFICATE HOLDER</b>  kevin.casey@cookcountyil.g  Cook County Office of the Chief Procurement Officer 118 N, Clark St., Room 1018 Chicago, IL 60602	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Greg Segall/TO 

## ADDITIONAL COVERAGES

Ref #	Description Employee Benefits	Coverage Code EBLIA	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2 3,000,000	Limit 3	Deductible Amount 1,000	Deductible Type	Premium
Ref #	Description Uninsured motorist BI-single limit	Coverage Code UMISG	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description Underinsured motorist BI single limit	Coverage Code UNDSG	Form No.	Edition Date	
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
Ref #	Description	Coverage Code	Form No.	Edition Date	
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

EXHIBIT 4

Economic Disclosure Statement (EDS) Forms

**ECONOMIC DISCLOSURE STATEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 4: Certifications.** Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 5: Economic and Other Disclosures Statement.** Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

ECONOMIC DISCLOSURE STATEMENT

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

**Sections 6, 7, 8, 9: Execution Forms.** The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires THREE ORIGINALS; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

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

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

**ECONOMIC DISCLOSURE STATEMENT**

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

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

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

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

SEAL

SEAL



**STATEMENT IN SUPPORT OF WAIVER OF MBE/WBE PARTICIPATION**

North Lawndale College Prep is requesting a waiver of MBE/WBE participation for the following reasons. First, NLCP is a 401(c)(3) corporation that is not "owned" by any particular group of individuals. It is instead a public charter high school commissioned by the State of Illinois and the Chicago Public Schools district. The school serves 900 students who are 100% African-American and of color, 53% female, and 95% low-income. Second, NLCP's proposed program plan does not involve the use of any other firms, entities or subcontractors for the performance of the work. Instead, all the work will be performed by NLCP itself and its students. NLCP is therefore not able to comply with the MBE/WBE participation objectives.

**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.

**ECONOMIC DISCLOSURE STATEMENT**

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 et seq).

**F. ILLINOIS HUMAN RIGHTS ACT**

***THE UNDERSIGNED HEREBY CERTIFIES THAT:*** It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

**G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132**

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

**H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;**

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**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
<u>NONE</u>	
_____	_____
_____	_____

**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:

<u>NORTH LAWNDALE COLLEGE PREP</u>
<u>1313 S. SACRAMENTO DRIVE</u>
<u>CHICAGO, IL 60623</u>

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

Yes X 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):       NONE        
\_\_\_\_\_  
\_\_\_\_\_

(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: NORTH LAWNDALE COLLEGE PREP D/B/A: \_\_\_\_\_ EIN NO.: 36-4229548

Street Address: 1313 S. SACRAMENTO DRIVE

City: CHICAGO State: IL Zip Code: 60623

Phone No.: 773-542-6766

**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) _____ |                                      |   |  |

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

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

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

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [  ] No  
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

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

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

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

JOHN HORAN PRESIDENT

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

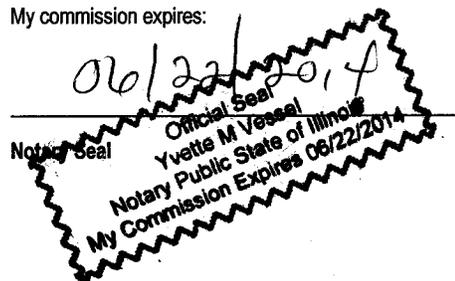
[Signature] 5/21/14

Signature Date  
JHORAN2@NLCPHS.ORG 773.542.6766

E-mail address Phone Number

Subscribed to and sworn before me  
this 21<sup>st</sup> day of May, 2014  
x [Signature]

Notary Public Signature



**ECONOMIC DISCLOSURE STATEMENT**

**COOK COUNTY BOARD OF ETHICS**

**69 W. WASHINGTON STREET, SUITE 3040**

**CHICAGO, ILLINOIS 60602**

**312/603-4304**

**312/603-9988 FAX 312/603-1011 TT/TDD**

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:**

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

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

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

**DEFINITIONS:**

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

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

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

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

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

EDS-11

**Addendum No. 1**  
**May 1, 2014**

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: \_\_\_\_\_ Title: \_\_\_\_\_  
Business Entity Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Business Entity Address: \_\_\_\_\_

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

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

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.

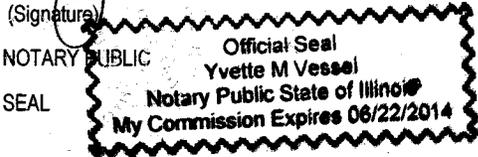
[Signature] \_\_\_\_\_ 5/21/14 \_\_\_\_\_

Owner/Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Subscribe and sworn before me this 21<sup>st</sup> day of May, 2014.

a Notary Public in and for Cook County

[Signature] \_\_\_\_\_



My Commission expires 6/22/2014

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

My commission expires:

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

X \_\_\_\_\_

\_\_\_\_\_

**Notary Public Signature**

**Notary Seal**

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

ECONOMIC DISCLOSURE STATEMENT

**SIGNATURE BY A LIMITED LIABILITY CORPORATION**

**(SECTION 8)**

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

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

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

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

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

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

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

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

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

Subscribed to and sworn before me

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

X \_\_\_\_\_

\_\_\_\_\_

**Notary Public Signature**

**Notary Seal**

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

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

ECONOMIC DISCLOSURE STATEMENT

SIGNATURE BY A CORPORATION

(SECTION 9)

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

BUSINESS NAME: NORTH LAWDALE COLLEGE PREP  
BUSINESS ADDRESS: 1313 S. SACRAMENTO DRIVE  
CHICAGO IL 60623  
BUSINESS TELEPHONE: 773.542.6766 FAX NUMBER: \_\_\_\_\_  
CONTACT PERSON: JOHN HOBAN  
FEIN: 36-4229548 \*CORPORATE FILE NUMBER: \_\_\_\_\_

PLEASE LIST THE FOLLOWING OFFICERS:

PRESIDENT: JOHN HOBAN VICE PRESIDENT: \_\_\_\_\_  
SECRETARY: CHLIE KEUL TREASURER: BETH BURNS

\*\*SIGNATURE OF PRESIDENT: [Signature]

ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed to and sworn before me  
this 21<sup>st</sup> day of May 2014  
X [Signature]  
Notary Public Signature

My commission expires:  
06/22/2014  
Notary Seal  
Official Seal  
Yvette M Vessel  
Notary Public State of Illinois  
Commission Expires 06/22/2014

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

\*\*In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

COOK COUNTY SIGNATURE PAGE

(SECTION 10)

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

*John E. M.*

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 23 DAY OF September, 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

1453-13605A

OR

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

TOTAL AMOUNT OF CONTRACT:

\$ 40,000<sup>00</sup>

(DOLLARS AND CENTS)

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

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

SEP 10 2014

COM \_\_\_\_\_

APPROVED AS TO FORM:

Not required

ASSISTANT STATE'S ATTORNEY

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

**Addendum No. 1**  
**May 1, 2014**