

**PROFESSIONAL SERVICES AGREEMENT**

**CONTRACT NO. 1453-13606B**

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

**BETWEEN**



**COOK COUNTY GOVERNMENT**

**COOK COUNTY JUSTICE ADVISORY COUNCIL**

**AND**

**SOUTH SHORE DRILL TEAM**

# PROFESSIONAL SERVICES AGREEMENT

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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 South Shore Drill Team, 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 Mini-Seed 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.

**D) Professional Social Services**

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

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

#### ARTICLE 4: TERM OF PERFORMANCE

**a) Term of Performance**

This Agreement 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: South Shore Drill Team  
7218 S. South Chicago Avenue  
Chicago, Illinois 60619  
Attention: Sara Vlajcic, Administrative Director

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 purpose of grants offered under this initiative is to build the organizational capacity of agencies who work to reduce the incidence of violence in Cook County through meaningful programs. Eligible agencies/organizations include those whose programs focus on best practices with proven success in reducing criminal involvement and risk of involvement in violence as the victim or perpetrator including, but not limited to: cognitive behavioral therapy, Functional Family Therapy, Multi-Systemic Therapy, soft skill building, education and school re-engagement, jobs programs, employment training, vocational training, mentoring, school re-engagement, balanced and restorative justice, civic engagement, evening and weekend extracurricular activities, and academic tutoring.

**Proposal Requirements**

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

- Agency Description
- Statement of Agency/Organizational Need
- Proposed Scope of Work
- Timeline for Proposed Scope of Work
- Budget

**Agency Description**

Contractor shall provide an agency description that includes how long the agency has served residents of the Cook County community, the kinds of services and programs the agency provides to address the issue of violence, the client population, and the geographic area the agency will serve.

**Statement of Agency/Organizational Need**

Contractor shall provide a brief statement describing the agency/organizational strengths, weaknesses/deficits, and opportunities for growth, service expansion, and capacity building.

**Proposed Scope of Work**

Contractor shall provide a detailed description of the proposed scope of work designed to increase agency/organizational capacity and any new services provided to address the issue of violence.

**Timeline for Proposed Scope of Work**

Contractor shall provide a timeline of events detailing the activities supported under this "Mini-Seed" grant over the next 12 months.

**Budget Page limit: (4 pages)**

Contractor shall provide a detailed Budget that includes a cost breakdown for the aforementioned program plan activities.

## **Executive Summary**

As South Shore Drill Team was preparing for a busy parade season in 2013, Assistant Director Michael Borum tried in vain to find Thomas, a 14-year-old who had been part of the team since he was ten. Thomas and his mother moved a lot, so it was not surprising that he had drifted away from the team during the previous school year. At summer's end, Thomas's mother came to say he had fallen in with the wrong crowd after leaving the team, gotten into trouble, and was now incarcerated. She asked for a letter of support for a court hearing, and upon reading it, the judge released Thomas on the condition that he return to the team. Ten months later, Thomas is still here.

Since 1980, South Shore Drill Team has sought out young people most in need of its services. The group welcomes those who had gotten into trouble, those traumatized by violence, and those threatened by drug dealers or gang leaders. Currently, the team serves 8 youth who have been court-involved, including Thomas and others. All these young men are doing well, staying out of trouble, and learning valuable life skills along with performing arts. The team receives no funding from Cook County for this work and is now seeking support from the Justice Advisory Council.

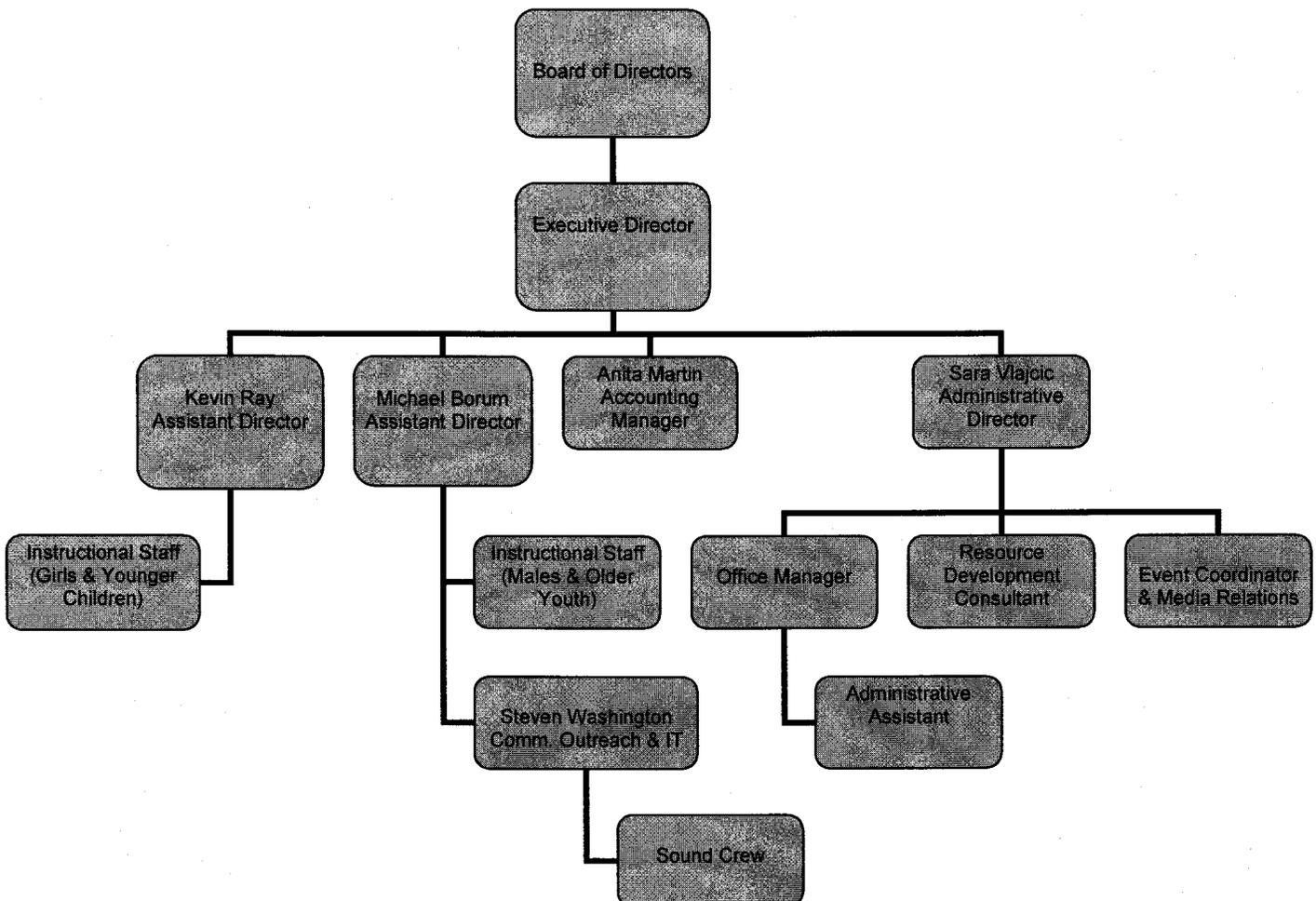
With this Mini-Seed Grant, South Shore Drill Team will demonstrate its ability to retain an additional five referred youth ages 12-15, foster academic performance, and keep them from re-offending. The team will absorb a significant portion of the cost to serve referred youth, waiving dues and trip fees, providing meals, offering performing arts training, and outfitting them with uniforms and marching equipment, estimated at \$2,000 per team member. Grant funds will be used to increase staff time for mentoring youth, meeting with family members, school authorities, and probation officers, and monitoring behavior and school progress.

Guiding the youth will be two male staff, Assistant Director Michael Borum and Community Outreach Coordinator Steven Washington, both of whom grew up in Greater Grand Crossing and have experience helping youth overcome challenges. Accounting Manager Anita Martin will oversee fiscal reporting and management.

## South Shore Drill Team & Performing Arts Ensemble

South Shore Drill Team is distinguished by its ability to not only attract youth, but keep them engaged for extended periods of time. The longer they are part of the team, the better performers they become and the better the chance they receive the support needed to complete their education. From 2012-2014, 100% of the team's high school seniors graduated, and nearly all are in college.

The team offers the right mix to keep young people like Thomas engaged: the excitement of traveling and performing, plus education support and employment training needed to develop into productive citizens. Most importantly, the team holds the key to success for these youth: a caring environment where adults are willing to listen not lecture and take the time to make sure that a single mistake doesn't lead to a lifetime of crime and incarceration. We would welcome having Cook County as our partner in this important work.



## **Section A – Agency Description**

South Shore Drill Team has served residents of the Cook County community since 1980. The organization uses performing arts to engage youth throughout their critical teenage years, mitigate the dangers of drugs, gangs, high drop-out rates, and premature parenthood, and guide young people towards completing their education and becoming productive citizens.

The group addresses the issue of violence in two key ways. First, it insulates youth from violence by offering a full schedule of rehearsals, performances, and outings. During the often dangerous summer months, team members travel to events with the group. Fourth of July, for example, is a time of increased violence in the city, and the team takes members on an overnight trip to keep them from harm. Frequently, team members discover upon returning from a weekend trip that someone they know from their neighborhood was shot.

The second way the team addresses violence is through a range of social and emotional learning, education support, and employment training programs. Group discussions on life skills are integrated into rehearsals, and individual mentoring is provided by experienced instructors and graduate-level interns from Loyola School of Social Work. Report cards are monitored, and members who struggle in school are linked to tutoring programs. Those who have dropped out are re-enrolled, and their attendance and progress are checked. Members learn job readiness skills such as punctuality, appearance, demeanor, record-keeping, speaking, and listening skills.

The team serves 300 youth ages 8-21 annually, with the majority (81%) coming from low-income homes. The group is evenly divided between males and females, and 85% attend Chicago Public Schools. While enrollment is open to all, the current membership is 97% African American and 3% Hispanic. Youth reside in 28 zip codes throughout the Metro area with 83% coming from Chicago's Southside neighborhoods and south suburbs with high crime rates.

## **Section B – Statement of Agency/Organizational Need**

The organization's greatest strength is a core of experienced staff members who grew up in similar circumstances to today's team members and understand their challenges. Youth are surrounded by caring adults who guide them in overcoming barriers to success. Many of the young people do not have a positive male role model in their lives, but are able to find them among the team's instructors, alumni, and volunteers.

Over the past 34 years, the organization has developed a holistic approach that not only attracts youth, but keeps them engaged for an extended period of time. The longer they stay with the group, the better performers they become and also the better the chance they receive the support they need to complete their education. The team typically sees 98% of members graduate high school – 100% for the past three years.

Two major efforts have helped build infrastructure. From 2010-2012, Board members and staff completed a *Strengthening Financial Management Initiative* that resulted in improved controls, reporting, and planning. Since 2011, the team has benefited from Chicago Community Trust's *SMART Growth Program* focusing on Board development and resource development.

The organization's greatest challenge is operating a quality arts program in a setting that faces the most difficult urban issues. The staff must constantly juggle performances at more than 100 events annually while being attentive to the needs of youth, many of whom live in extreme poverty in crime ridden neighborhoods and attend poorly-performing schools.

The group accepts referrals of youth from CPS and Cook County Juvenile Court, and currently 8 members have been court-involved. The organization receives no funding for serving these youth. With this Mini Seed Grant, South Shore Drill Team proposes to accept additional referrals, track their progress, and demonstrate its ability to generate positive outcomes.

### **Section C – Proposed Scope of Work**

While South Shore Drill Team has borne the costs of serving court-involved youth, the organization could serve more with funding from Cook County. It costs little to offer referred youth performing arts training beyond the expenses of outfitting and equipping members. Providing critical wrap-around services needed for successful court diversion requires more staff hours. It takes considerable time to accompany a youth to court, re-enroll a drop-out in school, meet with an overwhelmed guardian, or simply listen to an angry and frustrated young person.

To stretch limited resources over the past five years, the team has utilized graduate students and volunteers, but there is no substitute for experienced staff to provide a steady hand when guiding youth numbed by violence and negative influences. South Shore Drill Team proposes to use the Mini-Seed Grant to increase staff time and serve an additional five court-referred youth ages 12-15. In addition to performing arts training, the youth will receive education support, including re-enrolling them in school if necessary, tutoring, and monitoring their progress. Using the principles of Restorative Justice, youth will be guided through reflecting on their mistakes, acknowledging harm to others, and setting a new direction for their lives. The team will waive dues and trip fees, and provide equipment and meals. Staffing includes two adult males who are certified in Advancing Youth Development.

The goals of this program are:

- To reduce risk factors & antisocial behavior of five court-involved youth ages 12-15;
- To foster academic performance by monitoring school progress; and
- To promote good decision-making through group discussions & one-on-one mentoring; a

The projected outcomes are:

- At least 80% of the participants remain in the program for 12 months; and
- At least 60% of participants will not reoffend within the 12-month period of time.

**Section D – Timeline for Proposed Scope of Work**

<b>Violence Prevention, Intervention, and Reduction – Quarter 1</b>	<b>Jul</b>	<b>Aug</b>	<b>Sept</b>
Meeting to outline parameters of project	X		
Identify youth to be referred to South Shore Drill Team	X		
Initial meeting with youth & family to assess needs & school status		X	
Youth who have dropped out are re-enrolled in school		X	
Referred youth are oriented to team and begin receiving services			X
Fiscal Management – Review budget & reporting requirements		X	
<b>Violence Prevention, Intervention, and Reduction – Quarter 2</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
Meetings with school authorities to monitor progress of youth	X		
Assign mentors to youth & set meeting schedule	X		
Track attendance at workshops, rehearsals, & mentoring sessions	X	X	X
Evaluation – Review goals & outcome; survey youth & family			X
Core Curriculum – Discussion Groups on Life Skills	X	X	X
Youth are trained and perform in Holiday Show			X
Fiscal Management – Track expenses for mid-year financial report	X	X	X
Project Reporting – Mid-Year Report to Cook County			X
<b>Violence Prevention, Intervention, and Reduction – Quarter 3</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>
Meetings with school authorities to monitor progress of youth	X		
Performing arts training continues to prepare youth for Spring Show	X	X	X
Core Curriculum – Discussion Groups on Life Skills	X	X	X
Continued mentoring sessions with youth	X	X	X
Field Trip			X
Track attendance at workshops, rehearsals, & mentoring sessions	X	X	X
Evaluation – Review goals & outcomes; survey youth & family	X	X	
Fiscal Management – Track expenses for year-end report	X	X	X
Project Reporting – Meet with mentors to assess behavior changes	X	X	X
<b>Violence Prevention, Intervention, and Reduction – Quarter 4</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>
Meetings with school authorities to monitor progress of youth	X		
Evaluation – Review goals & outcomes; survey youth & family	X	X	
Core Curriculum – Discussion Groups on Life Skills	X	X	X
Performing arts training to prepare youth for Spring Show	X	X	X
Continued mentoring sessions with youth	X	X	X
Track attendance at workshops, rehearsals, & mentoring sessions	X	X	X
Evaluation – Review goals & outcomes; survey youth & family	X	X	
Fiscal Management – Track expenses for Final Report	X	X	X
Project Reporting – Final Report to Cook County	X	X	X

## **Qualifications of the Proposer**

Since its founding in 1980 by former CPS teacher Arthur Robertson, the team has operated in the areas of high need on the City's Southside, making it accessible for youth from low income families. In the 1980s and 1990s, the group rehearsed in various Park District facilities, churches, and CHA gyms at Stateway Gardens and Robert Taylor Homes. It opened an office in 1998 in a storefront at 87<sup>th</sup> and Cottage Grove, and relocated to 77<sup>th</sup> and Cottage Grove in 2000. In 2006, the group moved into the Gary Comer Youth Center: Home of the South Shore Drill Team. GCYC serves as the main site for rehearsals, meetings, tutoring, and stage shows. The group's Administrative Offices and Program Offices are located across the street from the Center.

While the team attracts youth from all over the Metro area, most members reside on Chicago's Southside (83%), with the majority living in neighborhoods clustered around Greater Grand Crossing – Englewood, South Chicago, and South Shore. Mapping reveals that other team members follow the major East-West and North-South CTA arteries from 20 adjacent community areas. Youth also come from five South suburbs with high crime levels: Blue Island, Chicago Heights, Country Club Hills, Dixmoor, and Hazel Crest.

The staff includes three full-time employees and 14 part-time. Program staff members grew up in these neighborhoods and they are familiar with the risk factors that promote violent behavior and potential drug use. They are knowledgeable about hot spots and keep members informed when shootings occur. All team members know someone who has been impacted by violence or they have been a victim themselves. A 17-year-old South Shore Drill Team member was fatally wounded in front of his old elementary school in October, 2012, and two others have been shot in the past two years, but are now recovered and performing again with the team. A member of the sound crew survived multiple gun wounds in February, 2013.

South Shore Drill Team & Performing Arts Ensemble

Within Greater Grand Crossing, the violent crime rate is 2.75 times that of the citywide rate. Staff members drive those who live in the most dangerous pockets of the city home from late night rehearsals. The Center is located a block south of Third District Police station, and the team partners with CPD in various ways to keep youth safe.

Since its founding, the group has accepted referrals of troubled youth from school authorities and law enforcement officials. From 2001-2007, the team had a formal referral program with Cook County Juvenile Court through Chicago Area Project, but funding ended. Since that time, the team has continued to informally accept referrals from the CPS S.M.A.R.T. Program and from Cook County Juvenile Court. The team is currently serving eight youth who have been court-involved, although the organization receives no funding for this.

The chart below shows the organization's experience with other contracts.

Reference and Contact Info	Year(s)	Amount
Earline W. Alexander Department of Family & Support Services 1615 West Chicago Ave., Chicago, IL 60622 Earline.Whitfield-Alexander@cityofchicago.org 312 746-7474	2000-Present	\$60,000- \$75,000
Mary Ellen Caron After School Matters 66 E. Randolph, Chicago, IL 60601 asm.ceo@afterschoolmatters.org 312 742-4182	2000-Present	\$48,000- \$65,000
Get in Chicago – University of Chicago Crime Lab Elana Kaufman Dean 720 N. Franklin Street, Suite 400, Chicago, IL 60654 773 702-9111 eskaufman@uchicago.edu	2013	\$28,135

While the team operates in an area of high risk for violence, gang activity, and drugs, it has demonstrated repeatedly that youth who receive training and services as part of South Shore Drill Team can be fortified to resist negative influences.

## South Shore Drill Team & Performing Arts Ensemble

### **Key Personnel**

Staffing this project will be staff members who have extensive experience working with young people and being responsible for contract compliance.

Michael Borum is Assistant Director with 17 years of instructing youth. He is responsible for overseeing the performances at events and contract compliance for the After School Matters program at the Drill Team. Over the years, Mr. Borum has guided hundreds of young people through their teen years, including many troubled youth referred to the team. He will designate ten percent of his time to incorporating referred youth into the performing arts program.

Youth not interested in performing can be part of the group's Sound Crew supervised by Steven Washington. He is currently responsible for the Chicago's Department of Family & Support Services Out-of-School contract and working with CPS-referred youth, Mr. Washington will designate 20% of his time to orienting Cook County-referred youth, meeting with family members and school officials, tracking attendance and school progress, and scheduling mentoring sessions.

Accounting Manager Anita Martin is a certified nonprofit accountant with experience on fiscal management of the team's grants and contracts. From 2010-2012, she led the team's leadership in the Strengthening Financial Management Initiative. She will designate two percent of her time for financial management and reporting on this project.

# **Michael A. Borum**

345 E. Eastgate, Apt. 508

Chicago, IL 60616

(312) 307-1406

[MichaelABorum2004@yahoo.com](mailto:MichaelABorum2004@yahoo.com)

## **Professional Profile**

*Confident manager and youth worker with professional experience in a variety of industries and nonprofits seeking to apply skills and experience to the mutual benefit of the organization, its employees, and clients.*

- Excellent analytical skills and strategic aptitude, as demonstrated regularly in current position.
- Detail-oriented nature, contributing to exceptional problem-solving capabilities.
- Proven time management skills, capable of handling multiple tasks and meeting deadlines efficiently.
- Demonstrated ability to handle employees in any situation, at all levels of the organization, through diligent explanations of management and assistance with related questions or concerns.
- Extensive experience in choreography, stage shows, and performances at special events.

## **Employment History**

### **Assistant Director**

**1997-Present**

#### **South Shore Drill Team & Performing Arts Ensemble**

**Chicago, IL**

Manages the organization's performance program which includes oversight of instructional staff for seven groups. Choreographs precision drill and dance movements, and works as part of leadership team to prepare organization for stage shows, special events, and parade performances at more than 100 events yearly before a combined live audience of 3 million. Led team's young men to Winter Guard International World Championship in April, 2011. AYD-Certified youth worker with experience supervising Employment Training Program for seven years. Organizes outings for career-related field trips and recreational activities to keep members engaged. Supervises assistant instructors and trains them in working with younger children, serving as mentors, leading discussion groups, and mastering job readiness skills. Oversees contract compliance for after school programming.

### **Office Manager**

**2002-2007**

#### **Help At Home, Inc.**

**Chicago, IL**

Created and implemented company standards for recruitment and hiring to meet all legal requirements. Conducted interviews & oriented new hires. Maintained and updated online scheduling system. Extracted reports on employees & labor relations, including guidance on performance appraisals, grievance, & disciplinary issues.

### **Game Room Manager**

**2002-2003**

#### **Chicago State University, Rotunda**

**Chicago, IL**

Supervised daily operations of the Game Room and attendants on duty. Coordinated and ran all meetings, arranged scheduling, completed weekly Service Area Manager reports. Arranged tournaments and other events, and promoted events throughout the semester. Responsible for inventory and operation of snack shop.

### **Assistant Manager**

**1998-2001**

#### **Nina's Hair Salon & Barbershop**

**Chicago, IL**

Coordinated schedules for salon and barbershop employees. Developed business relationships with clients and vendors. Analyzed invoicing process to streamline operations for future growth opportunities.

## **Education**

Bachelor of Science in Business Management, 2004, Chicago State University, Chicago, IL  
Certificate in Computerized Business Systems, 2002, Robert Morris College, Chicago, IL  
Certificate Advancing Youth Development Training, 2008, Chicago Area Project, Chicago, IL

## **Computer Skills**

Microsoft Word, Excel, PowerPoint, Outlook, Works, Access, Lotus Notes, Internet Explorer

## **References**

Jarred Jernigan, Program Specialist, After School Matters, 312 217-4837  
Howard Lathan, Associate Executive Director, Chicago Area Project, 312 588-3805  
Leslie Hairston, 5<sup>th</sup> Ward Alderman, 773 324-5555

# Steven S. Washington

1315 175<sup>th</sup> St.  
Hammond, IN 46324  
(773) 606-8315  
stevenswashington@live.com

## Objective

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Ambitious, motivated, hardworking individual seeks to provide growth opportunities for nonprofit organization.

## Work Experience

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**SOUTH SHORE DRILL TEAM -Chicago, IL**

**2009 – Present**

*Community Outreach Coordinator & IT*

- Responsible for contract compliance.
- Meets with community partners to recruit youth and build partnerships.
- Supervisor of the sound crew and bus drivers.
- Led staff on website rebuild project and creation of web-based information system in 2011.

**JOHNSON CONSTRUCTION CO. – Chicago, IL**

**11/2006 – 10/2007**

*Construction ContractWork*

- General labor contractor work such as demolition, concrete, roof and garage replacement.

**COMCAST CABLE - Hickory Hills, IL**

**3/2004-11/2006**

*Auditor*

- Responsibilities as a Field Auditor required travel throughout the region for service verification.
- Checked customer cable connections.

**NCO FINANCIAL SYSTEMS – North Aurora, IL**

**5/2002– 3/2004**

*Collection Service Representative*

- Responsible for collecting past due payments on charged-off Capital One credit cards.
- Performed research utilizing skip tracing skills to update outdated personal information.

**CREDIT BUREAU ACCOUNTS- Glen Ellyn, IL**

**6/2000 -12/2003**

*Collection Service Representative*

- Responsible for collecting past due payments on Bally's Total Fitness accounts.

**HARRIS AND HARRIS LTD.-Chicago, IL**

**9/1998-5/2000**

*Collection Service Representative*

- Responsible for collecting past due payments on AT&T cellular accounts.
- Worked closely with legal department in efforts to pursue wage garnishments on qualifying accounts.

**Medical Biller**

- Duties included billing medical insurance and Medicaid claims in addition to resubmission of improperly billed claims.

**Education**

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Advancing Youth Development Certification, CAP	4/2012
Kennedy-King College, Chicago, IL	2001-2003
Richard J. Daley College, Chicago, IL	1994-1996
Hirsh Metropolitan High School	1990-1994

**Skills**

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- MS Office (Word, Excel), Website Updates, CitySpan software
- Education

**References**

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Cesar Garza, Program Coordinator, Chicago Dept. of Family & Support Services 312 746-8783  
Clarence Johnson, Owner, Johnson Construction Co. 773 538-8451  
Al Reyes, Program Supervisor, Chicago Area Project 312 588-3830

**SUMMARY:**

- More than 17 years of accounting experience including financial statements, accounts payable and receivable, general ledger, payroll, budgets and journal entries.
- Certified Nonprofit Accountant (2010)
- Computer literate: Windows, AmiPro, Excel, Microsoft Office and Microsoft Word: MIP, AccPac, Fund Balance, Quickbooks and tax applications.
- Excellent interpersonal and communications skills.
- Supportive team worker, committed and responsible.
- General knowledge of accounting principles. (GAAP)

**EXPERIENCE:**     **SOUTH SHORE DRILL TEAM & PERFORMING ARTS ENSEMBLE**     **2007-Present**  
Chicago, Illinois  
**ACCOUNTING MANAGER**

Prepares financial reports, maintains general ledger, processes accounts payable, prepares grants and funding budgets, and audit year-end papers. Guided executive team on Strengthening Financial Management initiative (2010-2011) funded by Wallace Foundation and facilitated by Fiscal Management Associates, and continuing to lead on follow-up financial projects (2012).

**GLOBAL ALLIANCE PREPARATORY CHARTER SCHOOL**     **2006-2006**  
Chicago, Illinois  
**BUSINESS MANAGER**

Provided start up support including; writing the personnel manual, recruited/interviewed/hired personnel, processed payroll, prepared financial reports, created and maintained general ledger, processed accounts payable, prepared grants and funding budgets. Managed employee benefits program. Established a working relationship with vendor for services and supplies. Supervised administrative personnel.

**DONORS FORUM OF CHICAGO**     **2005-2005**  
Chicago, Illinois  
**ACCOUNTING COORDINATOR**

Prepared audit year-end work papers, processed cash receipts, accounts payable and payroll. Managed employee benefit program.

**ILLINOIS PRIMARY HEALTH CARE ASSOCIATION**     **1995-2005**  
Chicago, Illinois

**GRANT ACCOUNTANT**

Responsible for the accounting operations through financial statements for a \$10million/five year grant to implement a computerized health care network. Provided internal controls of all grant related documents and payment of all grant related costs. Reviewed grant transactions for compliance with polices regulations and specific requirements. Prepared periodical grant reports and billing to federal and state granting authorities. Reconciled monthly accounts and year-end worksheet for auditor.

**JACKSON HEWITT TAX SERVICE**     **1993-1994**  
Chicago, Illinois

**TAX PREPARER/BOOKKEEPER**

Completed full charge accounting for franchise operation which included processing payroll for more than 100 employees. Interviewed, hired and trained department staff. Oversaw the preparation of tax returns and operational procedure

**NEW REGAL THEATER**

1991-1992

Chicago, Illinois

**GENERAL ACCOUNTANT**

Responsible for the accounting of each show/performance which included sales report, expense summaries and net profit reports.

**EDUCATION:**

Harold Washington College  
Chicago, Illinois  
Associates Degree, 1979

National Louis University  
Chicago, Illinois  
B.S. Behavioral Science, 2004

**HAROLD WASHINGTON COLLEGE**

Chicago, Illinois  
Certificate, 1999-2002

- Introduction to Networking
- Visual Basic
- Excel – Advance
- Microsoft Word
- Web Page Development

**REFERENCES:**

Sarah Walker, Senior Consultant, Financial Management Associates, 312 780-1369  
swalker@fmaonline.net

Terry Sims, Dept. of Family & Support Services, 312 746-8442, terry.sims@cityofchicago.org

Desi Smith, Principal, Global Alliance Preparatory Charter School, 773-919-3374

EXHIBIT 2

Schedule of Compensation

**PRICE PROPOSAL/BUDGET DETAIL**

The Proposer declares that it has carefully examined the Request for proposal documents, the Proposal Forms, General and Special Conditions and Specifications identified as RFP No. 1453-13606 for Violence Prevention, Intervention and reduction Mini-Seed Grants (\$10,000), as prepared by Cook County and has become familiar with all of the conditions under which it must be carried out and understands that by submitting proposed pricing on these pages, Proposer waives all right to plead any misunderstanding regarding the same. Any category of expense not applicable to the budget may be deleted. Indirect costs are not allowable.

**Budget Detail****A. Personnel**

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
Michael Borum	10% x \$36,000	\$3,600
Steven Washington	20% x \$22,700	\$4,540
Anita Martin	2% x \$31,200	\$624

**SUB-TOTAL \$ 8,764**

**B. Fringe Benefits**

Fringe benefits should be based on actual know costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

Name/Position	Computation	Cost
Michael Borum	FICA 7.65%, Fed Unemployment	\$507
Steven Washington	3.65%, + Worker's Comp 2.80%	\$640
Anita Martin		\$89

**SUB-TOTAL \$ 1,236**

**TOTAL PERSONNEL AND FRINGE BENEFITS \$ 10,000**

**C. Travel**

Itemize travel expenses of project personnel by purpose. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence.) In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved.

Identify the location of travel, if known. Travel for consultants will only be reimbursed for resources traveling from more than 50 miles outside of Cook County and shall be consistent with Cook County travel reimbursement policies. All travel shall be pre-approved by the Justice Advisory Council.

Purpose of Travel	Location	Item	Computation	Cost

TOTAL \$ 0

**D. Supplies**

List items by type. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost

TOTAL \$ 0

**E. Other Costs**

List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental costs and how many months to rent..

Description	Computation	Cost

**TOTAL \$ 0**

**Budget Summary-** When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds that will support the project.

**Budget Category**

<b>A</b>	<b>Personnel</b>	<b>\$8,764</b>
<b>B</b>	<b>Fringe Benefits</b>	<b>\$1,236</b>
<b>C</b>	<b>Travel</b>	<b>\$0</b>
<b>D</b>	<b>Supplies</b>	<b>\$0</b>
<b>E</b>	<b>Other Costs</b>	<b>\$0</b>
	<b>Grand Total</b>	<b>\$10,000</b>

EXHIBIT 3

Evidence of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/17/2014

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

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

<b>PRODUCER</b> Myers-Briggs & Co, Inc. 300 S. Wacker Drive Suite 1000 Chicago IL 60606	<b>CONTACT NAME:</b> Denise Brinson <b>PHONE (A/C No. Ext.):</b> (312) 263-3215 <b>E-MAIL ADDRESS:</b> dbrinson@myersbriggs.com	<b>FAX (A/C No.):</b> (312) 263-0979
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> South Shore Drill Team 7218 South Chicago Avenue Chicago IL 60619	<b>INSURER A:</b> First Non-profit Insurance Co	
	<b>INSURER B:</b> Markel Insurance Company	
	<b>INSURER C:</b> Great American Insurance	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** CL13121119566                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		NPP1002488 00	12/21/2013	12/21/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMP/OP AGG \$ Included
A	AUTOMOBILE LIABILITY		NCA1002489	12/21/2013	12/21/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						Uninsured motorist combined \$ 1,000,000
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WCC1211180	1/1/2014	1/1/2015	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Accident Insurance		4102AH272679	10/21/2013	10/21/2014	AD&D \$10,000
C	Directors & Officers		EPP5798933	01/20/2014	01/20/2015	Limit of Liability \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Contract No. 1453-13606B  
Cook county its officials, employees, and agents are included as additional insured with respects to general liability as their interest may apply.

<b>CERTIFICATE HOLDER</b>  Cook County Kevin B. Casey, CPPB 59 W Washington 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.
	AUTHORIZED REPRESENTATIVE  William Kamm/JAIME <i>William J. Kamm</i>

EXHIBIT 4

Economic Disclosure Statement (EDS) Forms

ECONOMIC DISCLOSURE STATEMENT

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

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

## 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.

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

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

## ECONOMIC DISCLOSURE STATEMENT

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

**Sections 3,4,5,6,and 7: Execution Forms.** The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 3 is the form for a sole proprietor; Section 4 is the form for a partnership or joint venture; Section 5 is the form for a Limited Liability Corporation, and Section 6 is the form for a corporation. Proper execution requires THREE ORIGINALS; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

**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

## **CERTIFICATIONS (SECTION 1)**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

### **A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 et seq.;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, et seq.;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of nolo contendere to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

***THE UNDERSIGNED HEREBY CERTIFIES THAT:*** The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

### **B. BID-RIGGING OR BID ROTATING**

THE UNDERSIGNED HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

### **C. DRUG FREE WORKPLACE ACT**

***THE UNDERSIGNED HEREBY CERTIFIES THAT:*** The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

### **D. DELINQUENCY IN PAYMENT OF TAXES**

***THE UNDERSIGNED HEREBY CERTIFIES THAT:*** The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.

### **E. HUMAN RIGHTS ORDINANCE**

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

ECONOMIC DISCLOSURE STATEMENT

**F. ILLINOIS HUMAN RIGHTS ACT**

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

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

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

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

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

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

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

**ECONOMIC DISCLOSURE STATEMENT**

**REQUIRED DISCLOSURES (SECTION 2)**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name

Address

NONE

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

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

a) Is Bidder a "Local Business" as defined above?

Yes  No

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

7218 S. South Chicago Ave, Chicago, IL 60619

7160 S. South Chicago Ave, Chicago, IL 60619

7200 S. Ingleside, Chicago, IL 60619

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

Yes  No

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

**ECONOMIC DISCLOSURE STATEMENT**

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S):

N/A

(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:

N/A

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

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name Address Percentage Interest in Applicant/Holder

N/A

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

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

N/A

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.

Arthur Robertson

Executive Director

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

Arthur Robertson

5/19/14

Signature

Arobertson 400@COMCAST.NET

Date

E-mail address  
Cook County - Illinois  
Subscribed to and sworn before me

Phone Number 773-752-7830

My commission expires: 9/10/2017

this 19 day of May, 20 14.

X Anita L. Martin  
Notary Public Signature

Notary Seal



## ECONOMIC DISCLOSURE STATEMENT

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

### **FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:**

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

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

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

### **DEFINITIONS:**

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

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

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

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

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

ECONOMIC DISCLOSURE STATEMENT

**SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM**

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

Name of Owner/Employee: Arthur Robertson Title: Executive Director  
Business Entity Name: South Shore Drill Team Phone: 773-752-7830  
Business Entity Address: 7218 S. South Chicago Ave, Chicago, IL 60619

\_\_\_\_\_ 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.

Arthur Robertson \_\_\_\_\_ 5/19/14 \_\_\_\_\_

Owner/Employee's Signature Date

Subscribe and sworn before me this 19th day of May, 20 14

a Notary Public in and for Cook County

Anita L. Martin \_\_\_\_\_

(Signature)

NOTARY PUBLIC

SEAL



My Commission expires 9/10/2017

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

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

**ECONOMIC DISCLOSURE STATEMENT**

**SIGNATURE BY A SOLE PROPRIETOR**

**(SECTION 3)**

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

BUSINESS NAME: N/A

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 4)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all 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: N/A

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

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

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

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

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

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

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

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

My commission expires:

X \_\_\_\_\_

\_\_\_\_\_

**Notary Public Signature**

**Notary Seal**

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

**ECONOMIC DISCLOSURE STATEMENT**

**SIGNATURE BY A LIMITED LIABILITY CORPORATION**

**(SECTION 5)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all 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: N/A

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 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: South Shore Drill Team  
BUSINESS ADDRESS: 7218 S. South Chicago Avenue  
Chicago IL 60619  
BUSINESS TELEPHONE: 773-752-7830 FAX NUMBER: 773-752-7457  
CONTACT PERSON: Sara Vlajic  
FEIN: 36-4297695 \*CORPORATE FILE NUMBER: N 5324-692-3

PLEASE LIST THE FOLLOWING OFFICERS:

PRESIDENT: Clifton Underwood VICE PRESIDENT: Vacant  
SECRETARY: Sandra Richie TREASURER: Patrick Bourbon

\*\*SIGNATURE OF PRESIDENT: Clifton Underwood

ATTEST: Sandra B. Richie (CORPORATE SECRETARY)

STATE: IL  
County: COOK  
Subscribed to and sworn before me

this 17<sup>th</sup> day of July 2014  
X Anita L. Martin

My commission expires: 9/10/2017

Notary Public Signature

Notary Seal



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

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

COOK COUNTY SIGNATURE PAGE

(SECTION 7)

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

*Sam E. M.*

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 25 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

1453-13606B

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 10,000<sup>00</sup> (DOLLARS AND CENTS)

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

APPROVED AS TO FORM:

*Not required*

ASSISTANT STATE'S ATTORNEY  
(Required on contracts over \$1,000,000.00)

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

SEP 10 2014

COM \_\_\_\_\_