

CONTRACT NO. 1490-13727

PROFESSIONAL SERVICES AGREEMENT

YOUTH WORKFORCE PROGRAM

BETWEEN



COOK COUNTY GOVERNMENT

JUSTICE ADVISORY COUNCIL

AND

SOUTH-SOUTHWEST SUBURBAN UNITED WAY

CONTRACT NO. 1490-13727

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUN 18 2014

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PROFESSIONAL SERVICES AGREEMENT

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- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Board Authorization

- Exhibit 5 Grant Agreement

AGREEMENT

This Agreement (also known as "Contract") 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-Southwest Suburban United Way, hereinafter referred to as "Consultant" (also known as "Contractor"), pursuant to authorization by the Cook County Board of Commissioners on June 18, 2014, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

The Consultant was selected based on the proposal submitted and evaluated by the County representatives. Consultant 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 Consultant 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 Consultant is obligated to perform those Additional Services by contracting with Subcontractors 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. For this Agreement, the Cook County Using Department is the Justice Advisory Council.

"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 Consultant contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with Consultant.

b) Interpretation

i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

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

- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Board Authorization
- Exhibit 5 Grant Agreement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. The Consultant intends to contract with Subcontractors listed on Exhibit 1 to provide the Services. Using Subcontractors, Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant subcontracts 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 contracting the Services, Consultant's Subcontractors must prepare or provide to the County various Deliverables. "**Deliverables**" include work product for the County, such as written reviews, recommendations, reports and analyses, produced by the Subcontractors and monitored, reviewed and submitted by the Consultant. Deliverables are described in Exhibit 1.

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 Consultant and its Subcontractors have failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant 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 Consultant of its commitments under this Agreement.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant 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, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant 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. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant 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 Consultant fails to comply with the foregoing standards, Consultant 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 Consultant 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 Consultant either under this Agreement, at law or in equity.

The Consultant must require all of its Subcontractors to comply with the standards of performance set forth in this section.

d) Personnel**i) Adequate Staffing**

Consultant 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. Consultant 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 Consultant 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**

Consultant 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 Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant 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**

Consultant 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 Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, 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 Consultant 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, Consultant 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. Consultant'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. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Section 1 of the Economic Disclosure Statement.

f) **Insurance**

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) **Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

ii) **Additional Requirements**

(1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement.

Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

(1) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

(2) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.

(3) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

(4) Consultant must require all Subcontractors to provide the insurance required in this Agreement. All Subcontractors are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

(5) The County's Risk Management Office maintains the right to modify, delete, alter or change these requirements. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

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
(Intentionally Omitted)**

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.

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

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

l) Professional Social Services

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

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

For purposes of this Section, Consultant is not a direct provider of social services. Social services will be provided by the Consultant's Subcontractors as described in Exhibit 1.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on June 1, 2014 ("**Effective Date**") and continue until August 30, 2014 or until this Agreement is terminated in accordance with its terms, whichever occurs first. Notwithstanding the foregoing the last date of eligible employment for all employees is August 31, 2014.

b) Timeliness of Performance

i) Consultant 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, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.

ii) Neither Consultant nor Consultant'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 Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services. The total amount of the contract shall not exceed \$716,400.00, which shall be made up of the grant funds of \$566,400.00 plus the Justice Advisory Council's in-kind match of \$150,000.00

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. Consultant understands and acknowledges that this Agreement is funded by a state grant through the Illinois Department of Natural Resources, as further detailed in Exhibit 5, *Grant*

Agreement Between the Department of Natural Resources and Cook County Justice Advisory Council. Consultant and its Subcontractors shall comply with all the terms and provisions set forth in the Grant Agreement, including any specific laws, statutes or codes referenced in the Grant Agreement, which are incorporated by reference as though fully set forth herein. Payments under this Agreement from the Grant must not exceed the dollar amount of \$566,400.00, as shown in this Grant Agreement. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

In the event that the Illinois Department of Natural Resources is unable to fund the aforementioned state grant, the County will remit payment to the Consultant according to Exhibit 2, Schedule of Compensation.

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 Consultant 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 Consultant. No payments will be made or due to Consultant 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
(Intentionally Omitted)**

**g) Contractor Credits
(Intentionally Omitted)**

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, Consultant:

- i) warrants that Consultant 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 Consultant 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 Consultant 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 consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant 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 Consultant 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 Consultant 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

- i) In addition to the foregoing warranties and representations, Consultant warrants:
 - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
 - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant 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 Consultant, 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 Consultant 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, Consultant 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) Consultant 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, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant 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 Consultant 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 Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant 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 Consultant under this Agreement, Consultant 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, Consultant 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

Consultant and any assignee or Subcontractor of Consultant 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 Consultant to the County.

ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:

(a) Failure due to a reason or circumstances within Consultant'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 Consultant'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 Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
 - iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant 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) Consultant'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 Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant 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 Consultant 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 Consultant 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 Consultant 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, Consultant 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 Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant 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 Consultant's compensation under this Agreement;
- vi) The right to consider Consultant 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 Consultant to continue to provide the Services despite one or more events of default, Consultant 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 Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant 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, Consultant 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 Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant 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. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant 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 Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant 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. Consultant 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 Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant 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, Consultant 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:
- ii) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- iii) if the County exercises any of its remedies under Section 9.b of this Agreement; or
- (iv) 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, Consultant 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

Consultant 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 Consultant to enter into this Agreement or has been relied upon by Consultant, 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

Consultant acknowledges that Consultant 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. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant 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 GC-10, 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

Consultant 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, Consultant 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 Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant'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 Consultant 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 Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant 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 Consultant 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 Consultant performing the Services required under this Agreement.
- ii) Consultant 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 Consultant.

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: Chris Bernard

and

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

If to the Consultant: South-Southwest Suburban United Way
4747 Lincoln Mall Drive, Suite 405
Matteson, IL 60443-3821
Attention: Yvonne Orr, Chief Professional
If to Consultant: Phone: 708.248.7910
Email: yvonne.orr@uw-mc.org

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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 Consultant 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 Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

Scope of Services

The Consultant will retain and engage Subcontractors to employ Illinois youth ages 14 through 18 in accordance with the Grant Agreement Between the Department of Natural Resources and Cook County Justice Advisory Council. Consultant will monitor the performance of the Subcontractors and review and submit the financial and time reporting documentation to be provided to the County. Consultant's Subcontractors will:

- Employ recruitment strategies specifically targeting youth from the most disadvantaged municipalities as outlined in the County's submission to the State of Illinois Department of Natural Resources. To be performed by Ford Heights Community Service Organization (FHCSO).
- Employ on a short-term basis nearly 200 youth across the Cook County region, with a particular focus on youth who are on probation, court involved or at high risk of system involvement. Community Service Partners (CSP) will be the employer of record.
- Leverage key relationships in Cook County towards engaging other nonprofit agencies to recruit and hire at-risk youth. To be performed by FHCSO.
- Coordinate and convene non-paid mandatory Employee Orientation and Job Readiness Training seminars to be attended by all youth staff members. During the Job Readiness Training seminar, youth will be introduced to the Illinois Youth Recreation Corps, receive their job titles/descriptions and work site locations and receive information regarding workplace expectations and requirements. To be performed by FHCSO.
- Provide a quality-controlled time-keeping and payroll system, Paycor, to generate the documentation needed to provide financial and time reporting to the County such as reporting of wages earned, time/attendance records and number of employed youth and process each payroll and issue checks. To be performed by CSP.

Key Personnel and Subcontractors:

- Yvonne Orr, Chief Professional Officer, South-Southwest Suburban United Way
- Maya Hardy, Grants Manager, South-Southwest Suburban United Way
- Bryan Dunlap, Chief Executive Officer, Community Service Partners
- Angelia Smith, Executive Director, Ford Heights Community Service Organization
- Jennifer Fronek, Vice President of Finance, United Way of Metropolitan Chicago
- Kirsten Chewing, Grants Manager, United Way of Metropolitan Chicago

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EXHIBIT 2

Schedule of Compensation

NOTE: This section to be completed by Cook County based on terms of grant agreement from the State of Illinois Department of Natural Resources - Illinois Youth Recreation Corps Program prior to contract finalization.

Work Item/Project Location	# Workers Items	Estimated Hrs/Units	Wage Rate/Cost	Estimated Expenditure	Amount Requested	Amount of Match	Source of Match
Bellwood, IL	10	320	\$ 9.00	\$ 28,800.00	\$28,800.00		
Bridgeview, IL	5	320	\$ 9.00	\$ 14,400.00	\$14,400.00		
Calumet City, IL	5	320	\$ 9.00	\$ 14,400.00	\$14,400.00		
Calumet Park, IL	5	320	\$ 9.00	\$ 14,400.00	\$14,400.00		
Chicago Heights, IL	5	320	\$ 9.00	\$ 14,400.00	\$14,400.00		
Cicero, IL	5	320	\$ 9.00	\$ 14,400.00	\$14,400.00		
Dixmoor, IL	5	320	\$ 9.00	\$ 14,400.00	\$14,400.00		
Doilton, IL	10	320	\$ 9.00	\$ 28,800.00	\$28,800.00		
Evanston, IL	10	320	\$ 9.00	\$ 28,800.00	\$28,800.00		
Ford Heights, IL	12	320	\$ 9.00	\$ 34,560.00	\$34,560.00		
Friends of the Cook County Forest Preserves	9	320	\$ 9.00	\$ 25,920.00	\$25,920.00		
Harvey, IL	10	320	\$ 9.00	\$ 28,800.00	\$28,800.00		
Hazel Crest, IL	7	320	\$ 9.00	\$ 20,160.00	\$20,160.00		
Markham, IL	8	320	\$ 9.00	\$ 23,040.00	\$23,040.00		
Maywood, IL	8	320	\$ 9.00	\$ 23,040.00	\$23,040.00		
Phoenix, IL	5	320	\$ 9.00	\$ 14,400.00	\$14,400.00		
Park Forest, IL	9	320	\$ 9.00	\$ 25,920.00	\$25,920.00		
Oak Forest, IL	8	320	\$ 9.00	\$ 23,040.00	\$23,040.00		
Richton Park, IL	8	320	\$ 9.00	\$ 23,040.00	\$23,040.00		
Riverdale, IL	10	320	\$ 9.00	\$ 28,800.00	\$28,800.00		
Robbins, IL	10	320	\$ 9.00	\$ 28,800.00	\$28,800.00		
Sauk Village, IL	10	320	\$ 9.00	\$ 28,800.00	\$28,800.00		
SUBTOTAL YOUTH SERVICES	176	7040	\$ 9.00	\$ 50,720.00	\$50,720.00		
SUPPORT STAFF							
Youth Employment Program Director	1	750	\$ 25.00	\$ 18,750.00		\$18,750.00	SHSLC
Training Coordinator	2	45	\$ 125.00	\$ 11,250.00		\$11,250.00	SHSLC
Youth Supervisors	17	320	\$ 12.00	\$ 65,280.00	\$65,280.00		
SUBTOTAL SUPPORT STAFF	20	1115	\$ 62.00	\$ 95,280.00	\$95,280.00	\$30,000.00	
ADMINISTRATIVE							
Grant Administrator	1	500	\$ 25.00	\$ 12,500.00	INKIND	\$12,500.00	SHSLC
Administrative Oversight (5% fiscal agent)				\$ 28,320.00		\$28,320.00	JAC
Payroll Processing				\$ 7,500.00		\$7,500.00	JAC
SUBTOTAL ADMINISTRATIVE	20	1115	\$ 62.00	\$ 48,320.00		\$48,320.00	

Work Item/Project Location	Proposed Agencies/Sites	# Workers Items	Estimated Hrs/Units	Wage Rate/Cost	Estimated Expenditure	Amount Requested	Amount of Match
OPERATIONAL							
Program Oversight/Database management	South-Southwest Suburban United Way/SHSLC				\$ 21,925.00	INKIND	\$ 21,925.00 SHSLC
FICA/Fringe (7.65%)	Justice Advisory Council				\$ 43,329.60		\$ 43,329.60 JAC
Workman's Comp (3%)	Justice Advisory Council				\$ 16,992.00		\$ 16,992.00 JAC
SUBTOTAL OPERATIONAL					\$ 82,246.60		\$ 82,246.60
PROGRAMMATIC EXPENSES							
Equipment (shovels, spades, tools, etc.)		1	1250	\$ 20.00	\$ 25,000.00		\$25,000.00 JAC/SHSLC
Equipment (leaf blowers, saws, etc.)		1	30	\$ 250.00	\$ 7,500.00		\$7,500.00 JAC/SHSLC
Equipment (cleaners, treatments, etc)		1	500	\$ 20.00	\$ 10,000.00		\$10,000.00 JAC/SHSLC
T-Shirts		700	1	\$ 8.00	\$ 5,600.00		\$5,600.00 JAC
Vests		300	1	\$ 12.00	\$ 3,600.00		\$3,600.00 JAC
Coolers		40	1	\$ 95.00	\$ 3,800.00		\$3,800.00 SHSLC
Printing (materials, marketing, forms)		5000	1	\$ 1.25	\$ 6,250.00		\$6,250.00 JAC
Postage/Mailing/Messaging costs			1	\$ 1,500.00	\$ 1,500.00	INKIND	\$1,500.00 SHSLC
Ecological materials (small trees, plants)		425	1	\$ 45.00	\$ 19,125.00		\$19,125.00 JAC
Transportation (youth to work sites)		1500	1	\$ 40.00	\$ 60,000.00		\$60,000.00 SHSLC
Training Materials (youth manuals)		300	1	\$ 15.00	\$ 4,500.00		\$4,500.00 JAC
Training Materials (supervisor manuals)		50	1	\$ 15.00	\$ 750.00		\$400.00 JAC
Meetings/Refreshments (water, snacks)					\$ 11,585.00	INKIND	\$11,585.00 SHSLC
Field Trips (Nature Museum, Dunes, etc)		5	1	\$ 1,000.00	\$ 5,000.00		\$5,000.00 SHSLC
SUBTOTAL ADMINISTRATIVE		832	1790	\$ 3,021.75	\$ 150,230.00		\$ 150,230.00
GRAND TOTAL				\$ 3,832.50	\$ 83,776.60	\$ 565,400.00	\$ 972,476.60

Total Match/In-Kind Dollars JAC \$148,916.60 SHSLC \$148,916.60
Total Match/In-Kind Dollars JAC \$148,916.60 SHSLC \$148,916.60
NOTE: JAC/SHSLC will split all equipment costs (\$24,375/ea)

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EXHIBIT 3

EVIDENCE OF INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization (Additional Insured):

Effective Date:

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

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EXHIBIT 4

BOARD AUTHORIZATION

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EXHIBIT 5

GRANT AGREEMENT

**GRANT AGREEMENT
BETWEEN THE
DEPARTMENT OF NATURAL RESOURCES
AND
COOK COUNTY JUSTICE ADVISORY COUNCIL**

The Illinois Department of Natural Resources (DNR) and Cook County Justice Advisory Council (Grantee) agree to perform this Agreement in accordance with the Illinois Youth Recreation Corps Grant Program under the Illinois Youth and Young Adult Employment Act of 1986 (525 ILCS 50/8), the applicable Illinois Youth Recreation Corps Grant Program Administrative Rule (17 Ill. Admin. Code 3075) and with the terms, promises, conditions, plans, specifications and assurances contained in the Grantee's approved Grant Application which, by reference, is specifically made a part of this Agreement.

For and in consideration of the mutual benefits to be derived from carrying out the undertakings hereinafter contained, the sufficiency of which is hereby acknowledged, as well as other good and valuable consideration, the parties hereto agree as follows:

1. **GRANT:** The DNR awards this grant to be used for the employment of Illinois youth ages 14 through 18. Managing supervisors must be age 19 or older and able to operate and instruct in conservation or recreational programs managed and administered by Grantee. Eligible use of grant funds under this Agreement is limited to the payment of wages for eligible youth and managing supervisors hired by the Grantee pursuant to the grant program. Employer taxes are not eligible for reimbursement. Youth currently employed in any manner by the Grantee are not eligible for inclusion in the program. Eligible youth shall be paid an hourly wage of \$9.00 per hour with grant funds and managing supervisors shall be paid \$12.00 per hour. The Grantee will be responsible for any wages it may choose to pay in excess of this amount. Hires shall work hours as required by the conservation or recreational program but no more than eight (8) hours in a single day unless otherwise approved by the DNR. Eligible youth employment under this program is limited to no more than 60 working days and must occur only during the months of **June, July and August 2014. Hiring may begin on June 1 or date of grant award announcement if after June 1.** Grantees may fill or replace any DNR approved managing supervisor or youth position during the grant program with a new or different managing supervisor or youth employee, but at no time can the total number of positions exceed the number approved in the application and listed below. The grantee is responsible for complying with the terms and conditions of the Child Labor Law (820 ILCS 205) and shall direct all questions to the Illinois Department of Labor.
2. **PUBLIC NOTIFICATION:** The Grantee shall make public notification of the availability of jobs for eligible youth in the program by one or more of the following methods: newspapers, electronic media, educational facilities, units of local government or the Illinois Department of Employment Security Offices. **Within two weeks after the start date of the program, the Grantee must provide IDNR with documentation of such public notification efforts.**
3. **TERMS:** The term of this agreement shall be from **June 1 OR the day of grant award announcement if after June 1, to September 15, 2014. The last date of eligible employment for all employees is August 31, 2014.** All payments made from this grant are to be payments for work related to this project which was initiated and completed during the grant period. The Agreement is subject to the terms and conditions pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*) and the State Records Act (5 ILCS 160/1 *et seq.*).
4. **GRANT AMOUNT:** The amount of this grant is **\$566,400.00.** Positions allowed: **191**

5. **DISBURSEMENTS:** Upon execution and delivery of this agreement by and to the parties hereto, the DNR will cause a state warrant in the grant assistance amount of \$566,400.00 to be drawn in the name of the Grantee.
6. **RESPONSIBILITIES OF THE LOCAL SPONSOR:**
 - A. **FISCAL REPORTING REQUIREMENTS:** The Grantee will keep proper, complete and accurate accounting records of all money expended pursuant to this grant program. By October 31, 2014, the Grantee is to file with the DNR a form provided by the DNR relating to the disposition of these grant funds. The financial form shall include an employment ledger documenting all youth hired pursuant to this grant program, with all pertinent data relating to the amount of funds expended during the course of the grant period and the respective purposes for those expenditures. The financial forms, as provided by the DNR will also identify any remaining balances of funds not expended that will be returned to the DNR as specified in Section 8 of the agreement.
 - B. **OUTCOME REPORTING REQUIREMENTS:** By October 31, 2014, the Grantee is to file with the DNR a form provided by the DNR, detailing the number of youth employees hired, the names of the employees hired, the age range of the employees, the number of total hours worked by the youth employees, the projects accomplished by the youth employees, and the benefits of the Illinois Youth Recreation Corps Grant Program to the Local Sponsor community.
 - C. **PRE-AWARD CONSULTATION:** At the request of IDNR, the Grantee agrees to schedule a consultation with IDNR staff before the program commences to ensure that the Grantee understands all of the terms and conditions of the grant program, including the requirements regarding disclosure of conflicts of interest.
 - D. **SITE INSPECTIONS:** The Grantee agrees to allow IDNR staff to visit, at reasonable times, the locations where youth are participating in the program, in order to ensure that Grantee is complying with all of the terms and conditions of the program.
7. **NOTICE:** Transmittal of required report, fund returns or any other associated correspondence related to the grant program shall be directed to Illinois Department of Natural Resources, Division of Grant Administration, One Natural Resources Way, Springfield, Illinois 62702-1271.
8. **APPROPRIATION:** Obligations of the DNR will cease immediately without penalty of further payment being required if, in any fiscal year, the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for this contract.
9. **RETURN OF UNUSED FUNDS:** All funds advanced to the Grantee that remain at the end of the grant agreement or at the expiration of the expenditure or obligation period stipulated in the grant, shall be returned to the State within 45 days. Pursuant to this grant program, unused funds shall be returned to the DNR on or before October 31, 2014.
10. **QUARTERLY REPORTING:** The Grantee is required to file quarterly status reports on the grant project describing the progress of the program, project, or use and the expenditure of the grant funds related thereto, if the grant amount is over \$25,000.00. For purposes of this Section, a quarter is defined as three months.
11. **STANDARD CERTIFICATIONS:** Grantee agrees to complete the Certifications form attached hereto as Attachment A.
12. **TERMINATION:** This contract may be terminated immediately for violation of terms or at the will of either party upon 30 days written notice. In the event of termination, the Grantee shall cease all work under this grant, cancel all outstanding cancelable obligations and return all unexpended grant funds as of the date of termination.

13. **LAWS OF ILLINOIS:** The Grantee shall be governed in all respects by the laws of the State of Illinois and applicable Federal laws.
14. **UNLAWFUL DISCRIMINATION:**
- A. The Grantee agrees not to commit unlawful discrimination in employment in Illinois as that term is used in Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.).
- B. The Grantee agrees to comply with the Public Works Employment Discrimination Act (775 ILCS 10/0.01 et seq.), which prohibits discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability, or national origin in employment for the performance of work for the benefit of the State or for any other political subdivision or agency, officer or agent thereof. The provisions of this Act are made part of the contract by reference as though set forth in full within.
15. **CONFLICT OF INTEREST:**
- The Grantee must complete and sign the Conflict of Interest Form (Attachment B).
16. **AUDITS:** Records of the Grantee pertaining to this grant shall be maintained for a period of three years following completion of the project. All records are subject to inspection and audit by the DNR or its representatives. Any audit findings pertaining to this grant that result in a documented misuse of these grant funds by the Grantee is grounds for the State to receive a reimbursement of such funds, but only to the extent of the misuse; provided, however, if the Grantee disagrees with the audit findings it may take appropriate steps to contest the reimbursement. This provision applies to all audit findings regarding the grant funds, whether the audit was conducted by the state, local government unit or outside auditors. The DNR is to be notified of any such findings by the Grantee. Copies of any audits performed on the Grantee during the period of the grant are to be supplied to the DNR.
17. **INDEMNIFICATION:** The Grantee covenants and agrees that it shall indemnify, protect, defend and hold harmless the DNR from any and all liability, costs, damages, expenses, or claims thereof arising under, through or by virtue of the construction, operation and maintenance of the proposed facilities. The Grantee acknowledges that it is not an agent of the DNR and its employees are not agents or employees of the DNR.
18. **RECORDS:** The Grantee shall maintain, for a minimum of three years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the DNR, Auditor General and the Attorney General; and the Grantee agrees to cooperate fully with any audit conducted by the DNR, Auditor General or the Attorney General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

In witness whereof, the parties thereto have set their hands and seals the day and year first above written.

COOK COUNTY JUSTICE ADVISORY COUNCIL

STATE OF ILLINOIS
DEPARTMENT OF NATURAL
RESOURCES

(Signature)

(Signature)

(Name)

Marc Miller

(Name)

(Title)

Director

(Title)

(Date)

(Date)

Attachments:
A – Standard Certifications
B – Conflict of Interest Form

Required additional signatures for contracts and contract renewals totaling \$250,000 or more per Public Act 90-452.

(DNR General Counsel-Signature) Date

Jeffrey P. Smith

(DNR General Counsel-Name)

(DNR Chief Fiscal Officer-Signature) Date

Scott Harper

(DNR Chief Fiscal Officer-Name)

CERTIFICATION

I certify under oath that all information in the grant agreement is true and correct to the best of my knowledge, information, and belief, and that the funds shall be used only for the purposes described in the grant agreement; and that the award of the grant funds is conditioned upon such certification.

Grantee Signature and Date

Attachment B: Conflict of Interest Form
Youth Recreation Corps Grant Program

a. The Grantee must immediately notify the Department, **in writing**, of any actual or potential conflicts of interest, as well as any actions that create or which appear to create a conflict of interest. A conflict of interest exists if any of Grantee's officers, directors, agents, employees and/or family members use their position for a purpose that is, or gives the appearance of being, motivated by a desire for private gain, financial or nonfinancial, for themselves or others, particularly those with whom they have family business or other ties.

b. The Grantee must establish safeguards, evidenced by policies, rules or bylaws, to prohibit such a conflict, or appearance of conflict, from occurring.

c. By signing below, the Grantee certifies that no conflict of interest exists. Further, Grantee certifies that no officer or employee of the Grantee, nor any public official of the locality in which the program will be carried out, shall participate in any decision relating to the youth to be hired under this program which affects his/her personal interest, or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any other financial interest, direct or indirect. If such a conflict or appearance thereof exists or arises, the Grantee must provide immediate written notification to the Department.

d. Violations of these requirements may result in suspension or termination of this Grant Agreement, and recovery of Grant Funds provided hereunder. Violators may also be criminally liable under other applicable State or Federal laws and subject to actions up to and including felony prosecution.

e. The Grantee agrees to comply with the provisions of the Illinois Procurement Code prohibiting conflicts of interest, as applicable (30 ILCS 500/50-13).

f. Please list any other State of Illinois grant programs in which your entity is currently participating and/or any contracts currently in place with the State of Illinois:

GRANTEE:

Signature

Name (printed)

Title

Date

ECONOMIC DISCLOSURE STATEMENT

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

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

ECONOMIC DISCLOSURE STATEMENT

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

ECONOMIC DISCLOSURE STATEMENT

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

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

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

ECONOMIC DISCLOSURE STATEMENT

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

ECONOMIC DISCLOSURE STATEMENT

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: _____ Certifying Agency: _____

Address: _____ Certification Expiration Date: _____

City/State: _____ Zip: _____ FEIN #: _____

Phone: _____ Fax: _____ Contact Person: _____

Email: _____ Contract #: _____

Participation: _____ Direct _____ Indirect

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

No _____ Yes _____ If "Yes", please attach explanation. Proposed Subcontractor: _____

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

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

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

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

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

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

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

Notary Public _____

Notary Public _____

SEAL

SEAL

ECONOMIC DISCLOSURE STATEMENT

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

ECONOMIC DISCLOSURE STATEMENT

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

ECONOMIC DISCLOSURE STATEMENT

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name Address

Not applicable

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

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting

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

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

Yes X No _____

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

4747 Lincoln Mall Drive, Suite 405, Matteson, IL 60443

333 S Wabash Ave, 30th Floor, Chicago, IL 60604

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

Yes X No _____

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

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

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

ECONOMIC DISCLOSURE STATEMENT

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S):

(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:

South-Southwest Suburban United Way and Metropolitan United Way do not plan to solicit MBE/WBE participation in the execution of this Agreement. SSW is engaging Subcontractors, other 501(c)(3) tax exempt organizations to fulfill obligations under the terms of this Agreement.

Undersigned certified to all Certifications and other statements contained in this EDS.

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

ECONOMIC DISCLOSURE STATEMENT

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name: United Way of Metro Chicago D/B/A: _____ EIN NO.: 30-0200478

Street Address: 333 S Wabash Ave, 30th Floor

City: Chicago State: IL Zip Code: 60604

Phone No.: 312.906.2350

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) 501(c)(3) tax exempt organization

ECONOMIC DISCLOSURE STATEMENT

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

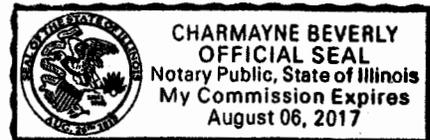
- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has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

Wendy DuBoe
 Name of Authorized Applicant/Holder Representative (please print or type) Title
 Signature
 wendy.duboe@uw-mc.org
 E-mail address

President & CEO
 Date
 312.906.2350
 Phone Number

Subscribed to and sworn before me
 this 10 day of June, 2014
 Notary Public Signature

My commission expires: 8/6/2017
 312.906.2356
 Phone Number
 My commission expires: 8/6/2017
 CHARMAYNE BEVERLY
 OFFICIAL SEAL
 Notary Public, State of Illinois
 My Commission Expires August 06, 2017



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

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: _____ Title: _____

Business Entity Name: _____ Phone: _____

Business Entity Address: _____

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

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

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

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

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

[Signature] _____ Date 6/16/2014

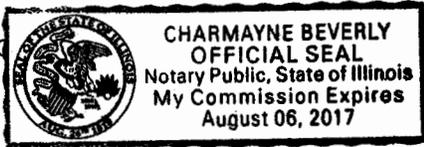
Owner/Employee's Signature Date

Subscribe and sworn before me this 16 day of June, 2014.

a Notary Public in and for Cook County

[Signature] _____
(Signature)

NOTARY PUBLIC
SEAL



My Commission expires 8/6/2017

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

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

ECONOMIC DISCLOSURE STATEMENT

**SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)**

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me

this ____ day of _____, 20 ____.

X _____

Notary Public Signature

My commission expires:

Notary Seal

ECONOMIC DISCLOSURE STATEMENT

**SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)**

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

DATE: _____

Subscribed to and sworn before me

My commission expires:

this ____ day of _____, 20 ____.

X _____

Notary Public Signature

Notary Seal

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

ECONOMIC DISCLOSURE STATEMENT

**SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)**

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ *CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed to and sworn before me

this ____ day of _____, 20 ____.

X _____

Notary Public Signature

Notary Seal

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

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

ECONOMIC DISCLOSURE STATEMENT

**SIGNATURE BY A CORPORATION
(SECTION 9)**

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

BUSINESS NAME: United Way of Metropolitan Chicago
BUSINESS ADDRESS: 333 S Wabash Ave, 30th Floor
Chicago IL 60604
BUSINESS TELEPHONE: 312.906.2350 FAX NUMBER: 312.906.8129
CONTACT PERSON: Jennifer Fronek, VP of Finance
FEIN: 30-0200478 *CORPORATE FILE NUMBER: 63273309

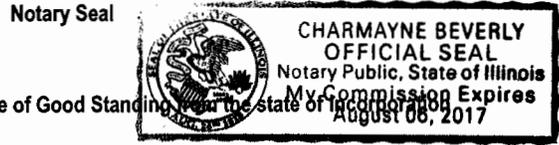
PLEASE LIST THE FOLLOWING OFFICERS:

PRESIDENT: Wendy DuBoe VICE PRESIDENT: Joseph Vanyo, Chief Operating Officer
SECRETARY: Serita Guyton TREASURER: Martha Hinchman

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

Subscribed to and sworn before me
this 16th day of June, 2014
X [Signature]
Notary Public Signature

My commission expires:
8/6/2017



*If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing for 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

UNITED WAY OF METROPOLITAN CHICAGO, INC.

Chicago, Illinois

BOARD RESOLUTION

LIMITED DELEGATION OF CONTRACT APPROVAL AUTHORITY

BE IT RESOLVED: That the following individuals have delegated authority to execute binding contractual arrangements on behalf of **UNITED WAY OF METROPOLITAN CHICAGO, INC.** subject to the limits prescribed until this delegation of authority is revoked or modified.

TITLE	NAME
President and Chief Executive Officer	Wendy DuBoe
Chief Operating Officer	Joseph Vanyo
Sr. Vice President of Resource Development	Andrea Bazan
Sr. Vice President of Community Investment	Richard Jones
Sr. Vice President of Talent Management and Inclusion	Sandra Kay-Weaver
Vice President of Individual and Major Gifts	Christal Stinson
Vice President of Marketing & Engagement	Anna Clarke
Vice President of Finance	Jennifer Fronck

Each individual to whom this authority is delegated may execute binding contracts on behalf of the **UNITED WAY OF METROPOLITAN CHICAGO, INC.** as follows:

1. New or recurring contractual arrangements with respect to a Vice President's area of responsibility with a per contract cost or benefit to UWMC of not more than \$25,000 may be executed solely by such individual.
2. New or recurring contractual arrangements with respect to a Senior Vice President's area of responsibility with a per contract cost or benefit to UWMC of not more than \$50,000 may be executed solely by such individual.
3. New or recurring contractual arrangements with a per contract cost or benefit to UWMC in excess of \$50,000 but not more than \$200,000 shall be executed by either the President & CEO or the Chief Operating Officer, provided that the individual with the particular area of responsibility furnishes sufficient documentation of the purpose of such a contract and evidence of adequate review in advance before providing it for execution. If the individual with the particular area of interest is the Chief Operating Officer, the new or recurring contractual arrangement will be approved by the President & CEO.

4. New contracts with a per cost or benefit to UWMC in excess of \$200,000 will be approved, including through email communication, by the Treasurer or the Board Chair; if approved by the Treasurer or Board Chair, the new contract will be presented for informational purposes to the Board of Directors at its next meeting. New contracts in excess of \$200,000 shall be executed by the President & CEO and the Chief Operating Officer.
5. Recurring contracts with a per cost or benefit to UWMC in excess of \$200,000, regardless of area of responsibility, shall be executed by both the President & CEO and the Chief Operating Officer.
6. The limited delegation of contract approval authority specified in 1. through 5. also applies to contracts that *benefit* UWMC. However, the upper limit is increased from \$200,000 to no more than \$500,000 for either the President & CEO or the Chief Operating Officer for execution of new contracts that *benefit* UWMC before approval is required by the Board Chair or Treasurer.

I, Serita Clayton, do hereby certify that I am the duly elected and qualified Secretary of the UNITED WAY OF METROPOLITAN CHICAGO, INC., and as such Secretary have access to the books and records of said Corporation; and that the foregoing is a true, full and correct resolution which was duly adopted by the Board of Directors of UNITED WAY OF METROPOLITAN CHICAGO, INC., at a meeting which was duly called and held on March 28, 2013, and at which a quorum was present. This resolution will be in full force and effect on March 28, 2013, and does not in any respect conflict with nor contravene the Bylaws of said Corporation.

In witness whereof, I have hereunto affixed my name as Secretary and have caused the corporate seal of said Corporation to be hereto affixed this 16th day of June, A.D. 2014.

Serita Clayton
SECRETARY

UNITED WAY OF METROPOLITAN CHICAGO, INC
Chicago, Illinois

CORPORATE OFFICERS

CERTIFICATE OF INCUMBENCY

I, Serita Guyton, do hereby certify that I am the duly elected and qualified Secretary and keeper of the records and corporate seal of the **UNITED WAY OF METROPOLITAN CHICAGO, INC**, a Corporation organized and existing under the laws of the State of Illinois, and that the following persons have been elected or appointed, have qualified, and are now acting as officers and/or employee(s) of said Corporation in the capacity set before their respective names.

TITLE	NAME
Chair	Ellen Costello
Vice Chair	Deborah L. DeHaas
Vice Chair	Jay Henderson
Vice Chair	Frederick Waddell
Treasurer	Martha Hinchman
President and Chief Executive Officer	Wendy DuBoe
Chief Operating Officer	Joseph Vanyo
Sr. Vice President of Resource Development	Andrea Bazan
Sr. Vice President of Community Investment	Jose Rico
Vice President of Finance	Jennifer Fronck
Controller	To Be Named
Board Secretary	Serita Guyton

In witness whereof, I have hereunto affixed my name as Secretary and have caused the corporate seal of said Corporation to be hereto affixed this 16th day of June, A.D. 2014.

Serita Guyton
SECRETARY

(CORPORATE SEAL)

**BYLAWS
OF
UNITED WAY OF METROPOLITAN CHICAGO, INC.
(Incorporated Not-for-Profit)**

ARTICLE I

Purposes

The purposes of the Corporation are as stated in its certificate of incorporation.

The Corporation also has such powers as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois.

ARTICLE II

Offices

The Corporation shall have and continuously maintain in this state a registered office and a registered agent whose office is identical with such registered office and may have other offices within or without the State of Illinois as the Board of Directors (hereinafter "Board") may determine.

ARTICLE III

Members

Section 3-1 Members

The members consist of (a) those entities that are members of United Way of Metropolitan Chicago, Inc. and are annually certified by United Way of America ("Member United Ways"); and (b) the Chicago Committee, which shall be composed of such persons as are designated on or before December 31, 2003, by the Board of Directors of United Way in Chicago (UWC). The manner of selecting the successors to the original members of the Chicago Committee and other matters relating to the organization and governance of such Committee will be as determined by UWC prior to January 1, 2004.

Section 3-2 Election of Members

New members may be elected by the Board, subject to the approval of members casting a majority of the votes voted at a meeting of members.

Section 3-3 Voting Rights

On any matter submitted to a vote of members, the Chicago Committee will be entitled to 45 votes. Each of the other members will be entitled to a fractional vote whose nominator is 55 and whose denominator is the total number of such other members at the time of the vote. Each member shall designate a person to represent such member at any meeting of the members and to cast the vote of such member at any meeting of the members and all actions hereinafter provided to be taken by members shall be taken by such designated representatives. Each member may also designate an alternate to act in the absence of such designated representative. Such designations and any changes thereto shall be made in writing and filed at the principal office of the Corporation at least five days prior to the meeting. The designated person shall continue to act until the receipt by the Corporation of a change in such designation.

Any member may designate a representative to represent such member at any specific meeting of the members by delivering to the Secretary prior to or at such meeting a written designation stating the name of such representative or any changes thereof.

Section 3-4 Termination of Membership

The members, by the affirmative vote of a majority of the Board and approved by the affirmative vote of members casting a majority of the votes at a meeting, a quorum being present, may suspend or expel a member for cause after an appropriate hearing. Such suspension or expulsion shall be according to policies and procedures adopted by the Board. Any member, other than the Chicago Committee, whose certification by United Way of America expires and/or is not renewed shall thereupon cease to be a member of the Corporation.

Section 3-5 Resignation

Any member may resign by filing a written resignation with the Secretary, but such resignation shall not relieve the member of the obligation to pay any liabilities accrued and unpaid. Such resignations shall be according to policies and procedures as adopted by the Board, but no such policies and procedures shall adversely affect the right of the resigning member to retain its assets, net of any liabilities, or impair its ability to continue as an independent organization serving its community.

Section 3-6 Transfer of Membership

Membership in the Corporation is not transferable or assignable.

ARTICLE IV

Meetings of Members

Section 4-1 Annual Meeting

The annual meeting of the members shall be held on the first Thursday of June unless by resolution of the Board of Directors, another date is chosen, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the election of Directors shall not be held on the day designated herein for any annual meeting, or any adjournment thereof, the Board shall cause the election to be held at a special meeting of the members called as soon thereafter as possible.

Section 4-2 Special Meetings

Special meetings of the members may be called either by the Chair or the Board, and shall be called by the Secretary upon the written request of not less than a majority of the members in voting power.

Section 4-3 Place and Notice of Meeting

Written or printed notice stating the place, day and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than five nor more than sixty days before the date of the meeting unless otherwise provided by law.

Section 4-4 Quorum

Members representing a majority of the voting power of the membership shall be a quorum for the transaction of business. If a quorum is not present at a meeting of the members, the representatives of members holding a majority of the votes represented at the meeting may adjourn the meeting and the Secretary shall give notice to the absent members of the time and place of the adjourned meeting.

Section 4-5 Proxies

No member or designated representative shall have any right to vote by proxy.

ARTICLE V

Board of Directors

Section 5-1 General Powers The affairs of the Corporation shall be managed by its Board or under the Board's direction.

Section 5-2 Number, Tenure and Qualifications

A. The number of Directors of the Corporation shall be thirty-one (including the chairman and the president). The directors shall be divided into three classes of ten each, each class having staggered terms of one to three years or until their respective successors are elected. At all times, at least four members of the Board must have Member United Way oriented experience or Member Advisory Committee experience.

B. Prior to the first and each succeeding annual meeting of members, the Board of Directors shall appoint a nominating committee of nine members, of whom two will be persons who have Member United Way oriented experience or Member Advisory Committee experience. The nominating committee, prior to each annual meeting, will propose ten nominees for terms of three years each or until their successors are elected. The nominating committee will in each year invite suggestions for nominees from the members, as well as from the various standing and advisory committees of the Corporation. Each year the nominating committee will nominate, as necessary, at least one nominee who has Member United Way oriented experience or Member Advisory Committee experience; maintaining a total of four at all times. In addition, the nominating committee in all years will take account of the need for representation on the Board of leading volunteers in the United Way system for metropolitan Chicago. In addition, the nominating committee shall oversee issues of corporate governance.

C. If the Board of Directors approves the slate of nominees as presented to it by the nominating committee, the slate will be voted on by members at their annual meeting. Each member, having the voting power described above, will vote Yes or No on the election of the slate. The slate will be elected if a majority of the votes cast are Yes votes.

D. Except for the President, who shall at all times be a director, no person who is a paid employee of the Corporation or any of its members, or of any agency receiving funds from any of the above organizations may be a Director of the Corporation.

E. Except for the President, no Director shall be eligible for election to the Board after having served three (3) full consecutive terms of three (3) years each, except that if the term of office of the Chair shall extend beyond such time, the Chair, during his or her term of office, automatically shall be a Director-at-large for an additional term of not to exceed three (3) years.

Section 5-3 Regular Meetings

The annual meeting of the Board shall be held within sixty (60) days prior to the annual Meeting of members. The Board shall also provide by resolution the time and place for the holding of at least three additional regular meetings of the Board before the next annual meeting. The Board shall review current financial statements at each regular meeting.

Section 5-4 Special Meetings

Special meetings of the Board may be called by the Chair or upon the written request of any ten Directors.

Section 5-5 Notice of Meetings

Notice of any meeting shall be delivered by or at the direction of the Secretary to each Director addressed to an address as shown on the records of the Corporation, at least three days before the day on which the meeting is to be held.

Notice may be waived by a Director, either before or after the meeting. Attendance at any meeting except for the express purpose of objecting to the transaction of business at the meeting because it is unlawfully called or convened, shall constitute a waiver of required notice. Neither the business to be transacted at, nor the purpose of, any meeting of the Board need be specified in the notice or waiver of notice of such meeting.

Section 5-6 Quorum

A majority of the persons constituting the Board shall be a quorum for the transaction of business; provided, however, that if less than a majority of the Directors is present, a majority of the Directors present may adjourn the meeting and the Secretary shall give notice to the absent Directors of the time and place of the adjourned session of the meeting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, except where otherwise provided by law or by these bylaws. No voting by proxy shall be allowed.

Section 5-7 Telephonic Voting

Any one or more members of the Board or any committee thereof may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Such participation may occur if: (a) the Chair of the Board or of the particular committee notifies the Board or committee members at least three days in advance electronically or in writing that the meeting will be conducted by telephonic means, or (b) the Chair of the Board or of the particular committee receives a request for participation by telephonic means from any Board or committee member who otherwise would be absent. In either instance of (a) or (b) above, the participation shall be subject to the sole discretion of the Chair of the Board or of the particular committee. Participation by such means shall constitute presence in person at the meeting.

Section 5-8 Resignations

Any Director may resign at any time by giving a written notice to the Chair or Secretary of the Corporation. The Board may, after deliberation, require a Director's resignation in the event such Director is absent from four consecutive Board meetings, whether such absences are excused or unexcused. In the event a Director experiences a change in professional circumstance or other circumstance which would have an impact on his or her service to United Way of Metropolitan Chicago or to the Board during the course of his or her term as a Director, such Director shall notify the Board in writing within five days upon such change

in circumstance. After such notification, the Board may require the Director's resignation following the Board's deliberation over the Director's change in circumstance.

Section 5-9 Vacancies

Any vacancy occurring in the Board shall be filled by the Board until the next annual meeting of the members, at which time the members, in accordance with the nominating process prescribed in these bylaws, shall elect a Director to fill such vacancy for the unexpired term.

ARTICLE VI

Officers

Section 6-1 Officers

The officers of the corporation shall be a Chairperson, two (2) or more Vice Chairpersons, a President and Chief Executive Officer, one or more Vice Presidents, a Treasurer, a Secretary, and such other officers as may be elected in accordance with the provisions of this Article. Of the named officers, only the President and Chief Executive Officer and the Vice Presidents shall be compensated, and such compensation shall be reasonable, and the remaining named officers shall be volunteers. Any two or more offices may be held by the same person except that the Chairperson and the President and Chief Executive Officer may hold no other office. The compensation of the President and Vice Presidents shall be established by the Board. The President may not vote on his/her compensation.

Section 6-2 Election and Terms of Office

The officers of the corporation, except as otherwise provided by this Article, shall be elected annually by the Board of Directors at the regular Annual Meeting of the Board of Directors. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified.

Section 6-3 Vacancies

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 6-4 Chairperson

The Chairperson shall have general oversight of the affairs of the corporation; shall preside at all meetings of the Board of Directors; and shall be an ex officio member of all committees.

Section 6-5 Vice Chairperson

In the absence of the Chairperson or in the event of his or her inability or refusal to act, a Vice Chairperson (in designated order as determined by the Board) shall perform the duties of the Chairperson. When so acting, a Vice Chairperson shall have all the powers of, and be subject to, the restrictions upon the Chairperson. The Vice Chairpersons shall perform such other duties as may be assigned to them from time to time by the Board of Directors.

Section 6-6 President and Chief Executive Officer

The President and Chief Executive Officer shall serve as the chief executive officer of the corporation and shall manage the business and affairs of the corporation subject to the policies and direction of the Board and the Chairperson of the Board and shall have all powers and perform all duties incident to the office of the Chief Executive Officer. The President and Chief Executive Officer shall be elected by, and serve at the pleasure of, the Board and shall be accountable to the Board and the Chairperson of the Board.

Section 6-7 Vice Presidents

The Board shall elect one or more Vice Presidents. In the absence of the President and Chief Executive Officer, or in the event of his or her inability or refusal to act, the Vice Presidents, in an order designated or approved by the Chairperson of the Board, shall perform the duties of the President and Chief Executive Officer. One Vice President, who will be designated by the President and Chief Executive Officer, will be primarily responsible for Council activities.

Section 6-8 Secretary

Minutes of the meeting of the Board of Directors of the corporation shall be kept by or under the supervision of the Secretary. The Secretary shall also perform such other duties as may be prescribed from time to time by the Board of Directors.

Section 6-9 Treasurer

Duties of the Chief Financial Officer of this corporation shall be performed by or under the supervision of the Treasurer. The Treasurer shall also perform such other duties as may be prescribed from time to time by the Board of Directors.

ARTICLE VII

Chicago Council

Section 7-1 Creation of Council

The Chicago Council of UWC shall continue in operation as the Chicago Council ("Council") of the Corporation. The Council shall oversee allocation and other programs benefiting human service agencies serving residents of Chicago. Subsequent appointees to the Council shall be selected by the Board so as to maintain the diversity required to adequately represent Chicago interests.

Section 7-2 Responsibilities

It shall be the responsibility of the Council to:

- A. Make recommendations as to the ultimate size of the Council and new and/or replacement Council members.
- B. Determine the time, place, notice and quorum requirements and all other procedures for both regular and special Council meetings and for any other areas of responsibility designated to the Council.
- C. Serve as the committee in which all Chicago Agency requests are reviewed and allocation recommendations made.
- D. Serve as the committee in which all applications for Chicago member agency status are reviewed and through which membership recommendations to the Board are made.
- E. Serve as the oversight committee for all Chicago funded agencies to insure compliance with United Way policies and guidelines and to make recommendations to the Board regarding the sanctioning and/or removal of member agencies serving Chicago. The Board shall not act on any matter related to Chicago agency oversight without having first sought a recommendation thereon from the Council.
- F. Prepare in cooperation with the Finance Committee, an annual operating plan for the Council.
- G. Conduct such other activities as may be assigned to the Council by the Board.

The Board has ultimate responsibility for all matters related to the Council and its areas of designated responsibility, and the Board may request the Council to prepare a specific recommendation on any issue related to the Council's areas of designated responsibility.

Section 7-3 Board Approvals

All recommendations, operations and actions of the Council shall be subject to the direction and approval of the Board of Directors. Council allocation recommendations shall be considered by the Board at the first meeting, whether regular or special, to occur after referral of such recommendations. A Council allocation recommendation shall be effective and become operational according to its terms, except to the extent, if any, altered or amended by the Board of Directors, as of the adjournment of the Board meeting at which the recommendation is approved by the Board.

ARTICLE VIII

Committees

Section 8-1 Executive Committee

The Executive Committee shall consist of not less than five (5) members. The Chairperson and such other Directors as approved by the Board of Directors shall be members of the Executive Committee. All members of the Executive Committee must be members of the Board of Directors. The Executive Committee shall meet between Board meetings, and at such Committee meetings the Committee shall exercise the powers of the Board of Directors in dealing with activities of the corporation, to the extent permitted by law. The Executive Committee shall review compensation policy and personnel issues. In addition, the

Executive Committee shall oversee the adoption, communication, and enforcement of appropriate standards of ethical conduct on the part of its directors, officers, employees, and affiliates in connection with their involvement in the activities of the Corporation and the metropolitan United Way system. All such actions by the Executive Committee must be reported to the Board of Directors at the next meeting of the Board following such Executive Committee action. A quorum shall be a majority of the Committee's membership.

Section 8-2 Standing Committees

There shall be the following Standing Committees, each of which, except as otherwise set forth herein, shall be chaired by a member of the Board of Directors and appointed by the Board of Directors at the Annual Meeting thereof to serve for a period of one (1) year or until their successors are appointed. All Standing Committees shall report to the Board of Directors.

- A. A Nominating Committee having the membership and duties prescribed in Section 5-2 B of these bylaws.
- B. A Finance Committee which shall be responsible for (1) recommending banking, investment or other financial services policies, (2) monitoring the adequacy of contributions to, and the investment performance of employee pension benefit plans maintained by the corporation, (3) reviewing major capital projects, (4) preparation of the budget for the corporation annually: and (5) assuring that financial statements are delivered to the Board each quarter.
- C. An Audit Committee which shall be responsible for meeting at least annually with the corporation's independent auditors to determine whether the corporation is maintaining an effective system of accounting, financial controls and reporting, and to report its findings and recommendations to the Board of Directors. The audit committee shall monitor risk management policies, and oversee the annual independent audit and the filing of the IRS Form 990.
- D. A Member Advisory Committee, comprised of one representative from each Member United Way designated by each Member United Way and such other representatives as designated by the Nominating Committee of the Board, may from time to time render advice, in respect to the Member United Ways, to the Board and to the Member United Ways as to revisions in the distribution formula, allocation of funds, assessment and prioritization of needs, rationalization of operations, agency services, branding and marketing, budget, campaign, human resources, and member services. This committee is also encouraged to make suggestions to the Nominating Committee each year as to candidates for the Board.

The Board may also appoint one or more additional committees, consisting of two or more directors, with such duties and responsibilities as the Board shall determine. Committee members need not be Board or Council members, except as provided above.

ARTICLE IX

Member United Ways

Section 9-1 Distribution

Campaign funds shall be distributed to the Member United Ways according to the distribution formula as in effect at the time of the distribution. Nothing in the consolidation, which became effective January 1, 2004, is intended to change that policy as in effect as of June 17, 2003, under the boards of the predecessors to the Corporation. Member United Ways shall participate in the process of allocating the suburban distribution of funds. As in the case of the Chicago Council, the Board of Directors shall have final responsibility in such process.

Section 9-2 Allocations

Each Member United Way shall be entitled to allocate:

- A. At least as much as it raises in its annual residential, local enterprise, and local institution campaigns, plus its portion of corporate and workplace campaign funds that are raised by UWMC and are allocated to Member United Ways in accordance with the distribution policy established by the Board.
- B. Any additional funds it might be allocated from the suburban distribution according to the distribution formula.
- C. Any additional designated gifts it might receive.

Each Member United Way shall be entitled to determine local funding amounts and local agencies and programs to fund, according to local needs as well as agency and program standards set by Board policy. Participation in any regional impact funding initiative shall be at the discretion of the Member United Way.

ARTICLE X

Contracts, Loans, Checks and Deposits

Section 10-1 Contracts

The Board by resolution may authorize any Officer or Officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 10-2 Loans

No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

Section 10-3 Checks, Drafts, Etc.

All checks, drafts or other offers for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such Officer or Officers, agent or agents of the Corporation and in such manner as shall be determined by resolution of the Board.

Section 10-4 Deposits

All funds of the Corporation not otherwise designated shall be deposited to the credit of the Corporation in such banks, trust companies or other depositories as the Board may approve by resolution.

ARTICLE XI

Compensation, Conflicts of Interest and Code of Ethics

Except as may be specifically provided by resolution of the Board or as otherwise provided in these bylaws, no Director or Officer, directly or indirectly, shall receive any salary, fee, payment, honorarium or other compensation or thing of value of any kind from the Corporation or other party as a result of such Director's or Officer's position or affiliation with the Corporation. However, they may be reimbursed for expenses reasonably incurred on behalf of the Corporation.

Each Director and Officer shall annually disclose to the Corporation in writing any personal interest which such Director or Officer may have in any matter pending before the Board or the Executive Committee or in which the Corporation may have an interest and shall refrain from participating in any decision in such matter.

ARTICLE XII

Indemnification of Directors, Officers, Employees and Agents

Section 12-1

The corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or who is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including reasonable attorneys' fees and costs), judgment, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner the person reasonably believed to be in, or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner in which he or she reasonably believed to be in or not opposed to the best interests of the corporation, or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

Section 12-2

The corporation shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including reasonable attorneys' fees and costs) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit, if the person acted in good faith and in the manner he or she reasonably believed to be in, or not opposed to the best interests of the corporation, and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the corporation, unless, and only to the extent that, the court in which such action or suit was brought shall determined upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expense as the court shall deem proper.

Section 12-3

To the extent that a director, officer, employee or agent of the corporation has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding, referred to in Section I or Section 2 of this Article XII or in defense of any claim, issue or matter herein, that person shall be indemnified against expenses (including reasonable attorneys' fees and costs) actually and reasonably incurred by him or her in connection therewith.

Section 12-4

Any indemnification under Section I or Section 2 of this Article XII (unless ordered by a court shall be made by the corporation only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section I or Section 2 of this Article XII. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of voting directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs by independent legal counsel in a written opinion.

Section 12-5

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding, as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that the person is entitled to be indemnified as authorized in this Article XII.

Section 12-6

The indemnification provided by this Article XII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, vote of disinterested voting directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 12-7

The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or who is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against that person and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify that person against such liability under the provisions of this Article XII.

ARTICLE XIII

Fiscal Year

The fiscal year of the Corporation shall end on June 30.

ARTICLE XIV

Amendment to Bylaws

These bylaws may be altered, amended or repealed and new bylaws may be adopted by the Board by the vote of a majority of those voting at the meeting, subject to approval by members representing a majority of the votes cast at their meeting. At least fifteen days written notice of such meeting shall set forth or be accompanied by, the proposed alteration, amendment, or new bylaws, as the case may be.

**BYLAWS OF THE
SOUTH-SOUTHWEST SUBURBAN UNITED WAY****ARTICLE I****General****Section 1-1 Purposes and Affiliations**

The purposes of the Corporation are as stated in its certificate of incorporation. The Corporation shall be named *South-Southwest Suburban United Way* and represent the communities listed in Appendix A. The Corporation is a member of United Way of Metropolitan Chicago provided that it complies with applicable membership requirements. The Corporation will also apply annually forthwith upon adoption of these bylaws for membership with the United Way of America and comply with applicable UWA membership eligibility criteria. The Corporation has such powers as are consistent with such membership and are permitted by the General Not-for-Profit Corporation Act of the State of Illinois.

Section 1-2 Use of Receipts

No part of the receipts of the Corporation shall inure to the benefit of any private person except indirectly through benefits provided by its funded programs. Its property is irrevocably dedicated to charitable purposes and upon liquidation, dissolution or abandonment of the Corporation, after providing for its debt and obligations, the remaining assets will not inure to the benefit of any private person but will be distributed to a not-for-profit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax-exempt status under section 501(c)(3) and section 509(a)(1), (2) or (3) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent federal tax laws.

Section 1-3 Legislative Activities.

No substantial part of the activities of the Corporation shall be for the purpose of carrying propaganda, or otherwise attempting to influence legislation. None of its activities shall consist of participating in, or intervening in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

Section 1-4 Fiscal Year

The fiscal year of the Corporation shall be July 1 through June 30.

Section 1-5 Non-Discrimination

The officers, directors, committee members, employees, and the persons to be served by the Corporation shall be selected on a non-discriminatory basis without regard to his/her race, color, religion, sex, age, national origin, veteran's or military discharge status, disability, sexual orientation or marital status.

ARTICLE II

Offices

The Corporation shall have and continuously maintain in this state a registered office and a registered agent whose office is identical with such registered office and may have other offices within or without the State of Illinois as the Board of Directors (hereinafter "Board") may determine.

ARTICLE III

Members

The Corporation shall not have any members. Any action, whether by law or as stated in these Bylaws, which requires notice to, the presence of, or the vote, consent or other action by members of the corporation shall be satisfied by notice to, the presence of, or the vote, consent, or other action of the Board of Directors of the Corporation.

ARTICLE IV

Board of Directors

Section 4-1 General Powers

The affairs of the Corporation shall be managed by its Board of Directors or under the Board's direction.

Section 4-2 Number, Tenure and Qualifications

The number of Directors of the Corporation shall be not less than 18 and not more than 32. The Board shall be representative in the diversity of communities served and of the Corporation's donors. An annual meeting of the Board will be held. At each annual meeting, the Board of Directors shall elect directors to succeed those whose terms are then expiring, to hold office for a term of three years or until their successors are elected. No director shall be eligible for election to the Board after having served two consecutive full 3 year terms and must be absent from the Board for at least one (1) year before becoming eligible to serve again. No person who is a paid employee of the Corporation or of any agency receiving funds may be a Director of the Corporation.

Section 4-3 Annual and Regular Meetings

An annual meeting shall be held in May or June of each year unless by Board resolution another date is chosen. The purpose of the annual meeting shall be election of directors, officers and transacting other such business as may come before the meeting. The Board may provide by resolution the time and place for the holding of regular meetings. The Board shall meet at least six (6) times a year.

Section 4-4 Special Meetings

Special meetings of the Board may be called by the President or CPO of the Corporation or shall be called upon the written or electronic request of any Board Officer or Committee Chair.

Section 4-5 Notice of Meetings

Notice of any meeting shall be delivered by or at the direction of the Secretary to each Director addressed to an address as shown on the records of the Corporation, at least five days before the day on which the meeting is to be held.

A Director may waive notice, either before or after the meeting. Attendance at any meeting, except for the express purpose of objecting to the transaction of business at the meeting because it is unlawfully called or convened, shall constitute a waiver of required notice. Neither the business to be transacted at, nor the purpose of, any meeting of the Board need be specified in the notice or waiver of notice of such meeting.

Section 4-6 Quorum

A majority of the persons constituting the Board shall be a quorum for the transaction of business; provided, however, that if less than a majority of the Directors is present, a majority of the Directors present may adjourn the meeting and the Secretary shall give notice to the absent Directors of the time and place of the adjourned session of the meeting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, except where otherwise provided by law or by these bylaws. No voting by proxy shall be allowed.

Section 4-7 Telephonic Voting

Any one or more members of the Board or any committee thereof may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Such participation may occur if: (a) the President or the Chair of the particular committee notifies the Board or committee members at least three days in advance electronically or in writing that the meeting will be conducted by telephonic means, or (b) the President or the Chair of the particular committee receives a request for participation by telephonic means from any Board or committee member who otherwise would be absent. In either instance of (a) or (b) above, the participation shall be subject to the sole discretion of the President or the Chair of the particular committee. Participation by such means shall constitute presence in person at the meeting.

Section 4-8 Code of Ethics

Each Director and Officer shall disclose to the Corporation in writing any personal interest which such Director or Officer or a member of his or her immediate family may have in any matter pending before the Board or the Executive Committee or in which the Corporation may have an interest and shall refrain from participating in any decision in such matter. Volunteers who serve as directors or officers of an agency funded by the corporation are prohibited from serving as an officer on the United Way Board of Directors or on the Budget and Allocations, Agency Evaluations and Reviews and Agency Sponsorship committees. Paid staff of a United Way funded agency are not eligible for board membership. United Way Board of Directors and professional staff will annually sign a Code of Ethics Statement disclosing all known conflicts or potential conflicts of interest.

Section 4-9 Vacancies

Any vacancy occurring in the Board shall be filled by the Board through appointment of a Director to fill such vacancy for the unexpired term.

Section 4-10 Resignation and Removal

Any Director may resign at any time by giving a written notice to the President, Secretary or CPO of the Corporation. Directors will be expected to faithfully attend all meetings of the Board of Directors. Any Director, who is absent from two (2) consecutive meetings or three 3 meetings within a year of the Board without excuse, will be automatically dropped from the Board of Directors, and a vacancy will be declared for the unexpired term of said Director's position. Provided that at least five (5) days written notice of the proposed action shall have been given to the Director, any Director may be removed from office by a two-thirds (2/3) vote of the Board of Directors present at any annual, regular or special meeting, provided that quorum is present and if it shall appear that such Director has been and will be unable to act as such Director or is otherwise disqualified.

Section 4-11 Compensation

Except as may be specifically provided by resolution of the Board or as otherwise provided in these bylaws, no Director or Officer shall receive any salary, fee, payment, honorarium or other compensation or thing of value of any kind from the Corporation or other party as a result of such Director's or Officer's position or affiliation with the Corporation. However, they may be reimbursed for expenses reasonably incurred on behalf of the Corporation.

ARTICLE V

Officers

Section 5-1 Officers

The officers of the corporation shall be a President, President-elect, one or more Vice Presidents, a Treasurer, a Secretary and such other officers as may be elected by the Board. No person shall hold more than one office.

Section 5-2 Election and Terms of Office

The President, President-elect, Vice Presidents, Treasurer and Secretary shall be elected at the last meeting of the fiscal year and take office at the start of the new fiscal year in July for terms of two (2) years. If a Director is elected to a full term, but his or her Board membership is set to expire prior to the end of the Officer term the Officer's term will supercede the expiration of the Board membership. No elected officer may serve in the same office for more than four (4) consecutive years. Vacancies must be filled or new offices created and filled at any regular meeting of the Board of Directors.

Section 5-3 Vacancies

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5-4 President

The President as principal officer shall manage the business and affairs of the corporation subject to the policies and direction of the Board. The President shall serve at the pleasure of the Board and shall be accountable to the Board. The President shall preside at all meetings of the Board and the Executive Committee; shall be an ex officio member of all committees, shall, with the consent and approval of the Board, appoint any committees not otherwise provided.

Section 5-5 President-Elect

The Board shall elect a President-elect. It shall be the duty of the President-elect to serve as a member of the Board of Directors and to perform such other duties as may be prescribed by the President or Board. In the absence of the President, or in the event of his or her inability or refusal to act, the President-elect shall perform the duties of the President. The Board shall elect one or more additional Vice Presidents to serve as directors of the various standing Board Committees, but who shall not have the same authority to act in the absence of the President as does the President-elect.

Section 5-6 Vice Presidents and Officers

The Board shall elect one or more Vice Presidents. In the absence of the President, or in the event of his or her inability or refusal to act, the President-elect shall perform the duties of the President. In the absence of the President-elect, or in the event of his or her inability or refusal to act, a Vice President or Officer, as designated or approved by the Board, shall perform the duties of the President.

Section 5-7 Secretary

Minutes of the meeting of the Board of Directors of the corporation shall be kept by or under the supervision of the Secretary. The Secretary shall also perform such other duties as may be prescribed from time to time by the Board of Directors.

Section 5-8 Treasurer

The Treasurer shall provide to UWMC all information necessary to have its financial statements audited annually by the UWMC auditor in accordance with generally accepted auditing standards, be the volunteer financial officer of the Corporation, and shall perform such other duties as may be assigned by the Board.

Section 5-9 Chief Professional Officer

The Chief Professional Officer shall be hired through a collaborative effort of UWMC and the Board of Directors. The CPO reports to the Board of Directors and also to UWMC. The CPO shall be responsible for the operation, management and administration of the Corporation. The Executive Committee will review the CPO's performance on an annual basis as a group and provide input for performance rating prior to Board President and UWMC representative meeting with CPO. The CPO shall be an ex officio member of the Board without vote. UWMC will administer payroll and pay employer taxes according to the IRS and IL. Dept. of Revenue published schedules.

ARTICLE VI

Article 6 Intentionally Omitted.

ARTICLE VII

Committees

Section 7-1 Executive Committee

The Executive Committee shall consist of all the Officers of the Corporation and the chairs of the Standing Committees. The Executive Committee shall meet on call of the President or the President-elect. The Executive Committee shall exercise the powers of the Board of Directors between Board meetings in dealing with activities of the corporation, to the extent permitted by law. All such actions by the Executive Committee must be reported to the Board of Directors for appropriate action at the next meeting of the Board following such Executive Committee action.

Section 7-2 Standing Committees

The following are Standing Committees of the Board: Executive, Nominating and Development, Finance, Resource Development, Funds Distribution, Community Impact, Public Relations and Local Visibility. All committees, with the exception of the Executive Committee as prescribed in Section 7.1 shall act in an advisory capacity and may only make recommendations to the Board or its officers; they may not act on behalf of the Corporation or bind it to any action. The President, with the approval of the Board, shall appoint all members of the Standing Committees. One member of each Standing Committee who is also a Director shall be

appointed Chair by the President. Each Committee shall keep accurate minutes of its meetings and other proceedings.

- A. Nominating and Board Development Committee at least one month prior to the Annual Meeting shall submit a slate of candidates for election to the Board of Directors. The slate of candidates shall include both officers and new directors. The Committee shall also seek out prospective Board Members for future nominations, and shall nominate persons to vacancies that arise during the year. The Committee shall be responsible for the orientation of new Board members and ongoing education of all directors and officers as to the purposes of the organization and their responsibilities as members. The committee will be active year round.
- B. Finance Committee shall oversee the financial affairs of the Corporation. This includes but is not limited to preparing the Corporation's annual budget for Board approval, monitoring the financial state of the corporation throughout the year, recommending banking, investment or other financial services policies, and determining and recommending to the Board total funds available for allocations through the funds distribution process.
- C. Resource Development Committee shall provide planning, oversight, monitoring, direction and involvement in all local campaign areas. This shall include but not be limited to strategies, plans, timetables, techniques and costs.
- D. Funds Allocation Committee shall be responsible for reviewing the agencies' needs and budgets and making funding recommendations to the Board of Directors. The committee shall meet with each funded agency annually and shall also recommend any necessary fund distribution revisions during the year.
- E. Community Impact Committee shall review and make recommendations to the Board concerning and undertake activities regarding community needs and assessment, agencies and programs, impact initiatives, community outcomes and other matters relating thereto.
- F. Public Relations and Local Visibility Committee shall be responsible for planning and coordinating a general public relations campaign within the community-at-large to increase the Corporation's visibility and exposure and to maximize the Corporation's total fund raising and recruitment efforts.

The Board may also appoint one or more additional committees, consisting of two or more directors with such duties and responsibilities as the Board shall determine. Committee members need not be Board members, except as provided above.

ARTICLE VIII

Contracts, Loans, Checks, and Deposits

Section 8-1 Contracts

The Board, by resolution, may authorize any Officer or Officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 8-2 Loans

No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

Section 8-3 Checks, Drafts, Etc.

All checks, drafts or other offers for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such Officer or Officers, agent or agents of the Corporation and in such manner as shall be determined by resolution of the Board following UWMC cash management policies.

Section 8-4 Deposits

All funds of the Corporation not otherwise designated shall be deposited to the credit of the Corporation in such banks, trust companies or other depositories as the Board may approve by resolution.

ARTICLE IX

Indemnification of Directors and Officers

Section 9-1 Indemnification

The Corporation shall indemnify any and all of its present or former employees, Directors, Officers or any person who may have served at its request or by its request as a Director, Officer, or employee of another Corporation against expenses actually and necessarily incurred by them in connection with the defense or settlement of any action, suit or proceeding in which they, or any of them, are made parties, or a party, by reason of being or having been Directors, employees or a Director or Officer of the Corporation, or of such other Corporation, except in relation to matters as to which any such Director, Officer, or employee or former Director, Officer or employee or person shall be adjudged in such action, suit or proceeding to be liable for willful misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability. Nothing in this section shall limit any greater indemnification of any current or former Director, Officer, or employee of this Corporation or any other described herein, that is allowed by law.

Section 9-2 Insurance

The Corporation may purchase and maintain insurance in conjunction with UWMC on behalf of any and all of its present or former Directors, Officers, or employees or any person who has served at its request or by its election as a Director or Officer of another Corporation against any liability incurred by them by reason of being or having been a present or former Director, Officer or employee of the Corporation, or of such other Corporation, whether or not the Corporation would have the power to indemnify them against such liability or settlement under the provision of this article. Nothing in this section shall limit any greater insurance of any present or former Director, Officer, or employee of this Corporation or any other described herein, that is allowed by law.

ARTICLE X

Amendment to Bylaws

These bylaws may be altered, amended or repealed and new bylaws may be adopted by the Board by the vote of a majority of those voting at the meeting. At least 15 days written notice of such meeting shall set forth or be accompanied by, the proposed alteration, amendment, or new bylaws as the case may be.

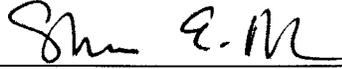
APPENDIX

Communities We Serve

Alsip	Lansing	Worth
Argo	Lynwood	
Bedford Park	Markham	
Blue Island	Matteson	
Bridgeview,	Midlothian	
Burbank	Mokena	
Calumet City	Oak Forest	
Calumet Park	Oak Lawn	
Chicago Heights	Olympia Fields	
Chicago Ridge	Orland Hills	
Country Club Hills	Orland Park	
Crestwood	Palos Heights	
Crete	Palos Hills	
Dixmoor	Palos Park	
Dolton	Park Forest	
East Hazel Crest	Phoenix	
Evergreen Park	Posen	
Flossmoor	Richton Park	
Ford Heights	Riverdale	
Frankfort	Robbins	
Glenwood	Sauk Village	
Harvey	South Chicago Heights	
Hazel Crest	South Holland	
Hickory Hills	Steger	
Hodgkins	Summit	
Hometown	Thornton	
Homewood	Tinley Park	
Justice	University Park	

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 26 DAY OF June, 2014

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

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

1490-13727

OR

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

TOTAL AMOUNT OF CONTRACT: \$716,400.00, which shall be made up of the grant funds of \$566,400.00, plus the Justice Advisory Council's in-kind match of \$150,000.00

FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUN 18 2014

APPROVED AS TO FORM:

COM _____

NOT REQUIRED

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