

PROFESSIONAL SERVICES AGREEMENT

EXECUTIVE DIRECTOR, CHICAGO H.I.D.T.A.

BETWEEN



COOK COUNTY GOVERNMENT

OFFICE OF THE SHERIFF

AND

NICHOLAS J. ROTI

CONTRACT NO. 1511-15026

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

OCT 28 2015

PROFESSIONAL SERVICES AGREEMENT

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List of Exhibits

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Insurance
Exhibit 5	Board Authorization
Exhibit 6	Economic Disclosure Statements

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Nicholas J. Roti, doing business as an individual in the State of Illinois hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on October 28, 2015, as evidenced by Board Authorization letter attached hereto as EXHIBIT "5".

BACKGROUND

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 Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

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

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

"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" or **"Subconsultant"** means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

"Using Agency" shall mean the department of agency within Cook County including elected officials.

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 tables 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	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Insurance
Exhibit 5	Board Authorization
Exhibit 6	Economic Disclosure Statements

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. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) **Deliverables**

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

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has 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 Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency 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.

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 Using Agency 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 Subconsultants 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 Owned 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, which are set forth in Exhibit 3. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, 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 Form 1 of the MBE/WBE Utilization Plan.

f) Insurance

The Cook County Department of Risk Management agrees that the Chicago High-Intensity Drug Trafficking Area (H.I.D.T.A.) Unit assumes insurance coverage liability for Consultant, providing insurance coverages as demonstrated in Exhibit 4.

g) Indemnification

The Consultant 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 Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant 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. Consultant 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 Consultant 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 Consultant 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 Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware,

provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

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

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

j) Examination of Records and Audits

The Consultant 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 Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant 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 compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant 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 Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

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

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant 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 Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant 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 by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant 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 Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant 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 Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant'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 Consultant is uncertain whether a disclosure is required under this Section, the Consultant 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 Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

D) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all 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 transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4) TERM OF PERFORMANCE

a) **Term of Performance**

This Agreement takes effect when approved by the Cook County Board and its term shall begin on November 9, 2015 ("**Effective Date**") and continue until November 8, 2016 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

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 nor 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.

c) **Agreement Extension Option**

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for three (3) additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) **Basis of Payment**

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

b) **Method of Payment**

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall

reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify 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-9998-2013-07.

f) Price Reduction

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

g) Consultant Credits

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

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant 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 Consultant. 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, Consultant 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) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant 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 Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant 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 has 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 affect 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

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, 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

Consultant agrees that no charges or claims for damages shall be made by Consultant 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, Consultant 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:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) 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) Contract Amendments

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such 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 Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any 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 Consultant 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 Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant 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 Using Agency 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 Consultant

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 Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant 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.
- iv) 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.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

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: Cook County Sheriff's Office
69 W. Washington Street, Ste. 1410
Chicago, Illinois 60602
Attention: Alexis Herrera, CFO

and

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

If to Consultant: Mr. Nicholas J. Roti
11309 S. St. Louis
Chicago, IL 60655

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

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

CHICAGO HIGH INTENSITY DRUG TRAFFICKING AREA,

AND

NICHOLAS J. ROTI
11309 S. Saint Louis
Chicago, Illinois 60655

This Agreement (Agreement) shall evidence the terms by which the Chicago High Intensity Drug Trafficking Area (CG HIDTA) engages Nicholas J. Roti, individually as an independent contractor (Contractor), for the purpose of performing the services hereinafter enumerated in relation to the CG HIDTA.

This Agreement is explicitly contingent on funding by Grant/Award Number (G15CH0001A) made available through ONDCP.

1. Term of Agreement: The term of this Agreement shall be the twelve (12) month period commencing on or about, October 28, 2015 through one year of service through on or about October 27, 2016.

2. Services: Contractor agrees to perform the professional services of the CG HIDTA Executive Director, to include but not limited to the following:

a. Serving as a liaison on behalf of Chicago HIDTA in dealings with ONDCP and other HIDTAs throughout the country, and the various law enforcement and other agencies within the CG HIDTA area;

b. Reviewing threat assessments, strategies, and budget proposals to ensure CG HIDTA initiatives conform to the

goals of the National HIDTA Program and are consistent with the directives of the Chicago HIDTA Executive Board;

c. Providing creative input to, and direction of, the CG HIDTA consistent with the directives of the Chicago HIDTA Executive Board;

d. Coordinating, preparing and timely submitting reports required by ONDCP and the CG HIDTA Executive Board;

e. Evaluating individual HIDTA-funded initiatives to ensure their focus complies with the threat assessment and strategies developed for the CG HIDTA and consistent with the directives of the Chicago HIDTA Executive Board;

f. Developing and maintaining an inventory of all equipment obtained with CG HIDTA funds;

g. Developing and maintaining procedures tracking appropriate statistics and other measurement criteria for all CG HIDTA participating agencies;

h. Establishing a CG HIDTA-wide accounting system to track program funding, and establishing an audit trail;

i. Serving as an independent, interagency mediation resource and liaison for agency heads of the participating agencies and the CG HIDTA Executive Board;

j. Maintaining contacts and working with other HIDTA Directors throughout the country to share information and resources as appropriate, to collaborate on interrelated projects and to develop and ensure a coordinated national focus for the various HIDTA organizations;

k. Facilitating enhanced communications and interactions among participating agencies;

l. Revising budget submissions and reprogramming requests to ensure integrity of CG HIDTA budget expenditures;

m. Coordinating with initiative leaders and representatives of participating agencies to avoid duplication of effort of the various CG HIDTA initiatives, and maximizing the use of CG HIDTA personnel and material resources;

n. Working with the participating agencies and the United States Attorneys Office LECC Coordinators and CG OCDETF.

o. Performing all necessary and required travel to fulfill the Chicago and National HIDTA Initiatives.

p. Develop training to all CG HIDTA participants regarding appropriate rules, procedures and methods required by ONDCP and HIDTA.

q. Developing and maintaining a process and system to evaluate and assess the effectiveness and impact of CG HIDTA projects and initiatives.

r. The Contractor shall prepare proper service billing and reimbursement documentation, to include appropriate receipts, regarding any payment due Contractor. The Executive Board of the CG HIDTA will, in consultation with the Contractor, establish the appropriate processes for approval and required documentation for salary and expenses incurred by the Contractor.

3. Relationship: Contractor is and shall at all times be an independent contractor and is not to be considered an agent or

employee of any fiduciary entity utilized by ONDCP and the CG HIDTA to service the HIDTA Program.

4. Professional Services Payment and Personal Leave: as full payment for those professional personal services rendered in accordance with this Agreement, the HIDTA, through a fiduciary, shall disburse to Contractor the ONDCP Policy mandated amount of a federal GS-15 step 1 salary (including locality adjustments) plus allowable fringe benefit compensation of 30% totaling \$165,281.00 during the term of this Agreement. This payment obligation is limited to the funds the HIDTA receives under the grant.

5. Travel Related Expenses: HIDTA related travel expenses to fulfill the services required of this agreement shall be pre-approved and authorized by the Chairman of the CG HIDTA Executive Board or, in his absence, the Vice Chairman. The HIDTA Executive Board will exercise monitoring and oversight review of the travel of the Executive Director to ensure it is appropriate.

6. Payment and Expense Reimbursement Approval: Payment for services rendered shall be paid on a bi-weekly basis (26 pay periods). The Contractor shall submit a biweekly billing for professional services, indicating dates and times of service and identifying any dates of authorized, paid, personal leave. All payments for services shall be made after the services have been rendered.

7. All reimbursement requests must be accompanied by appropriate receipts and be acceptable to processing requirements of the fiduciary.

8. Taxes: Contractor shall be solely responsible for any and all federal, state and local tax consequences that result from his receipt of any payments or reimbursements paid in accordance with this Agreement. The CG HIDTA will not be responsible for any tax withholding.

9. Professional Liability Insurance: CG HIDTA will provide Contractor with professional liability insurance associated with services provided under the terms of this Agreement.

10. Termination: This Agreement may be terminated by either party at any time without cause provided; however, should the Contractor terminate this Agreement, Contractor shall give the CG HIDTA fourteen (14) days written notice of his intent to terminate the Agreement. Contractor understands that should he no longer be able to perform the services required herein for any reason, this entire Agreement shall automatically terminate without notice. In any event, at the termination of this Agreement, the Contractor shall receive as his sole compensation, payment for the services actually performed in accordance with the payment provision of Article 4 of this Agreement, any unused Personal Leave plus any expenses to which he is due and owing at the time of the termination.

11. Notice: All notices required to be given hereunder shall be given in writing by overnight mail, facsimile transmission, certified or registered mail, or by hand delivery at the respective addresses of the parties set forth herein, or

at such other addresses as may be designated in writing by either party. Notice given by mail shall be deemed given three (3) days after the date of mailing thereof to the following addresses:

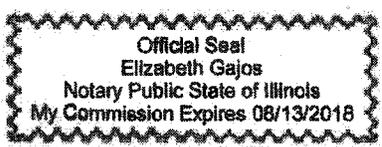
Contractor: Nicholas J. Roti
11309 S. Saint Louis
Chicago, Illinois 60655

Owner: Chicago HIDTA
530 W. 18th Street
Chicago, Illinois 60616

EXECUTED IN DUPLICATE ORIGINALS THIS 17 DAY OF SEPTEMBER
2015.

CONTRACTOR: *N. Roti*
NICHOLAS J. ROTI

SUBSCRIBED AND SWORN TO BEFORE ME THIS 17 DAY OF September 2015.



[Signature]
NOTARY

OWNER:
Chicago HIDTA

BY: *[Signature]*
Anthony Riccio, Chairman, CG HIDTA Executive Board

EXHIBIT 2

Schedule of Compensation

**Breakdown for Payment
HIDTA Director
6551502**

FY15-FY16

\$ 165,281.00

**Bi-Weekly
Installment**

**Bi-Weekly
Payment**

1	\$ 6,356.96
2	\$ 6,356.96
3	\$ 6,356.96
4	\$ 6,356.96
5	\$ 6,356.96
6	\$ 6,356.96
7	\$ 6,356.96
8	\$ 6,356.96
9	\$ 6,356.96
10	\$ 6,356.96
11	\$ 6,356.96
12	\$ 6,356.96
13	\$ 6,356.96
14	\$ 6,356.96
15	\$ 6,356.96
16	\$ 6,356.96
17	\$ 6,356.96
18	\$ 6,356.96
19	\$ 6,356.96
20	\$ 6,356.96
21	\$ 6,356.96
22	\$ 6,356.96
23	\$ 6,356.96
24	\$ 6,356.96
25	\$ 6,356.96
26	\$ 6,356.96

\$ 165,280.96

EXHIBIT 3

Minority and Women Owned Business Enterprise Commitment

Goal Recommendation

Lisa Alexander (Contract Compliance)

Thu 10/15/2015 10:12 AM

Inbox

To: Colleen Chambers (Sheriff) <Colleen.Chambers@cookcountyil.gov>;

Good Morning Colleen,

Please be advised that the established goal for contract no. 1511-15026 for Executive Director, H.I.D.T.A for the Sheriff's Office is 0% MWBE overall participation. If you have any further questions and/or concerns don't hesitate to contact me.

Thanks,

Lisa Alexander, MCA
Deputy Director
Office of Contract Compliance
118 North Clark Street, Room 1020
Chicago, IL 60602
312.603.5513
lisa.alexander@cookcountyil.gov

I.

POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35%	Overall

- B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is zero percent (0%), per the attached e-mail.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.

- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect

Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient

evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

- A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as

otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:
Contract Compliance Director
Cook County
118 North Clark Street, Room 1020
Chicago, Illinois 60602
(312) 603-5502

EXHIBIT 4

Insurance

RE: Liability Insurance

Timothy Walsh (Risk Management)

Thu 10/1/2015 9:19 AM

To: Colleen Chambers (Sheriff) <Colleen.Chambers@cookcountyil.gov>;

Cc: Nancy Walsh <nwalsh@chicago-hidta.org>;

Colleen,

HIDTA secures liability coverage that would cover Mr. Roti in his role as Executive Director. Consequently, I do not believe that any additional insurance requirements are needed.

From: Nancy Walsh [mailto:nwalsh@chicago-hidta.org]

Sent: Wednesday, September 30, 2015 3:18 PM

To: Timothy Walsh (Risk Management)

Cc: Jim Swistowicz; Colleen Chambers (Sheriff)

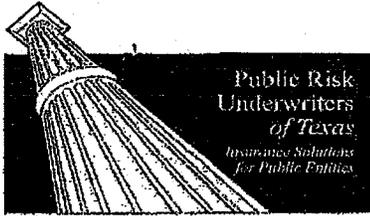
Subject: Liability Insurance

Tim,

It was nice talking with you today. Attached are the documents you requested.

Thank you,

Nancy



Public Risk Underwriters of Texas
101 W. Renner Road, #450
Richardson, TX 75082
Main Number: 469-449-1516
Fax Number: 469-449-1517

**TEMPORARY INSURANCE BINDER
LAW ENFORCEMENT LIABILITY**

JUNE 23, 2015

POLICY NUMBER: LEI9517259-03

This binder will serve as temporary evidence of coverage pending the issuance of the policy, or until 12:01AM on July 31, 2015, whichever comes first. Failure to provide outstanding documentation may result in a rescission of this binder. Upon issuance of the replacing policy, this binder shall be null and void from inception.

INSURED: Participating Members of the Designated HIDTA Areas as per scheduled
11200 NW 20 Street, Suite 109
Miami, FL 33172

EFFECTIVE: 7/01/2015 **EXPIRATION:** 7/01/2016
(12:01 A.M. Standard time at the address of the Insured shown above)

LIMITS: Per the attached Schedule each occurrence
Per the attached Schedule Policy annual aggregate Per Member

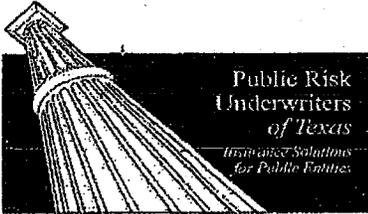
DEDUCTIBLE: Per the attached Schedule each occurrence including defense costs

PREMIUM: \$72,000

ISSUING COMPANY: INDIAN HARBOR INSURANCE COMPANY
BEST RATING: A XV
A SURPLUS LINES CARRIER

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

- TERMS, CONDITIONS AND SUBJECTIVITIES** include but are not limited to:
- Policy Form: PES-LEL-PF (02/08) - An Occurrence Form.
 - Nuclear Energy Exclusion (PES - LEL - 100 (10/07))
 - 25% Minimum Earned Premium Endorsement (PES - LEL - 111 (10/07))
 - Line of Duty of Death Endorsement (PES-LEL-123 (02/09))
 - General Change Endorsement - HIDTA Member Schedule (PES-LEL-106 (10/07))
 - General Change Endorsement - HIDTA Individuals Schedule (PES-LEL-106 (10/07))
 - General Change Endorsement - Definition of Insured (PES-LEL-106 (06/12))
 - Endorsement - Premises Liability (PES-LEL-127 (01/09))
 - Endorsement - Additional Insured (PES-LEL-102 (10/07))
 - Service of Process Endorsement (XL-FLSOP (12/08))
 - Any Notices or Disclosures required by the state regulatory agency.
 - Your office will be responsible for the filing, collection, and remittance of all applicable surplus lines taxes and fees.
 - Payment is due and payable within 30 days of inception.



Public Risk Underwriters of Texas
101 W. Renner Road, #450
Richardson, TX 75082
Main Number: 469-449-1516
Fax Number: 469-449-1517

This binder will remain in force until 12:01AM on July 31, 2015, unless extended in writing by the company or its representatives, or until replaced by the policy. Please read all terms and conditions carefully.

If this binder is conditioned upon the receipt, review and approval of additional information, all of this additional information must be provided within ten (10) days of the effective date of this binder or the Company may, at its sole option, terminate this binder as of its effective date and cancel any policy which was issued pursuant to the binder.

If, between the date of the original submission and the effective date of this binder, there is a material change in any of the information (including but not limited to claims or potential claims) originally submitted or subsequently requested by the Company, the insured is required to notify the Company immediately. The Company reserves the right to terminate or modify the terms of this binder in the event of a material change in such information.

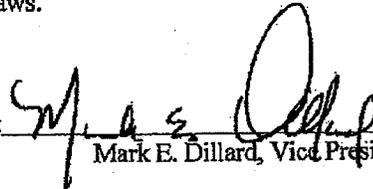
Payment of premium is due within 30 days of the effective date of this binder. Should the premium not be received by this date due, this binder will be cancelled as of its effective date.

You are hereby authorized to issue certificates of insurance precisely matching the terms reflected on this evidence of coverage. Certificates should be submitted to us for proofing and documentation. Certificates should not reflect additional insured status to any party not specifically endorsed on the policy.

Only PRU-TX has the authority to bind, alter, or cancel coverage on behalf of the carrier. Coverage cannot be assumed to be bound without written confirmation from an authorized representative of PRU of Texas.

This policy will be issued by a surplus lines insurer. Compliance with applicable laws and payment of applicable surplus lines premium taxes is the responsibility of the insured or you, the producing agency. Applicable taxes and fees are not included in the premium due for the insurance coverage bound. It is your responsibility to provide us with the name, address, and surplus license number of the locally licensed surplus lines agent in the state in which the insured is located (for New Jersey business, please also provide the Surplus Lines Transaction number). It is your responsibility to conform to the Laws and Regulations of the applicable jurisdictions, including but not limited to, payment of surplus lines premium taxes, procuring of affidavits and compliance with surplus lines laws.

Authorized by:

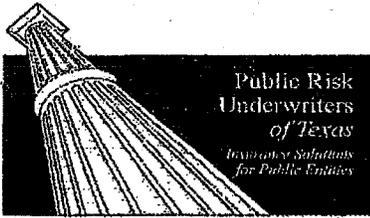

Mark E. Dillard, Vice President

**Law Enforcement Liability
Schedule of the Participating HIDTA Areas**

HIDTA Name	HIDTA ST	2015 Number of Officers	Limits	Deductible	LEL Annual Premium
Appalachia HIDTA	KY	5	\$1,000,000	\$5,000	\$ 7,000
San Diego-Imperial SWB HIDTA	CA	6	\$1,000,000	\$5,000	\$ 8,000
Chicago HIDTA	IL	1	\$1,000,000	\$5,000	\$ 3,000
Lake County HIDTA	IN	1	\$1,000,000	\$5,000	\$ 3,000
Los Angeles HIDTA	CA	3	\$1,000,000	\$5,000	\$ 5,000
National HIDTA Assistance Center	FL	2	\$1,000,000	\$5,000	\$ 4,000
New England HIDTA	MA	2	\$1,000,000	\$5,000	\$ 4,000
New York/New Jersey HIDTA	NY	1	\$1,000,000	\$5,000	\$ 3,000
North Florida HIDTA	FL	2	\$1,000,000	\$5,000	\$ 4,000
Northwest HIDTA	WA	1	\$1,000,000	\$5,000	\$ 3,000
Oregon HIDTA	OR	1	\$1,000,000	\$5,000	\$ 3,000
Puerto Rico/U.S. Virgin Islands HIDTA	PR	2	\$1,000,000	\$5,000	\$ 4,000
Rocky Mountain HIDTA	CO	5	\$1,000,000	\$5,000	\$ 7,000
South Florida HIDTA	FL	4	\$1,000,000	\$5,000	\$ 6,000
SWB HIDTA, South Texas Partnership	TX	2	\$1,000,000	\$5,000	\$ 4,000
SWB HIDTA, Arizona Region Partnership	AZ	2	\$2,000,000	\$5,000	\$ 4,000
		40			\$ 72,000

**Law Enforcement Liability
Schedule of Participating Individuals
2015 - 2016**

HIDTA Name	Individual Last Name	Individual First Name	Company	Title
Appalachia HIDTA	Brown	Vic		Deputy Director
Appalachia HIDTA	Burner	Kenny		Deputy Director
Appalachia HIDTA	Rapier	Frank		Director
Appalachia HIDTA	Reece	Joel		Deputy Director
Appalachia HIDTA	Miles	Glenn		Deputy Director
San Diego-Imperial SWB HIDTA	Eilers	Tom		Deputy Director IV-LECC
San Diego-Imperial SWB HIDTA	Erickson	Paul		IV-LECC Intel Supervisor
San Diego-Imperial SWB HIDTA	Farris	Tom		Seputy Director SD-LECC
San Diego-Imperial SWB HIDTA	McAdam	Kean		Director
San Diego-Imperial SWB HIDTA	Partridge	Ralph		Deputy Director
San Diego-Imperial SWB HIDTA	Gardner	Leslie		Director SD-LECC
Chicago HIDTA	Swistowicz	James		Director
Lake County HIDTA	Porucznik	Charles		
Los Angeles HIDTA	Bass	Roger		Director
Los Angeles HIDTA	Johnson	Charles		Finance Manager
Los Angeles HIDTA	Owsley	Douglas	OWSLEY ENTERPRISES, LLC	Deputy Director
National HIDTA Assistance Center	Snyders	Mike	Professional Policing Inc.	
National HIDTA Assistance Center	Stone	James		DHE Coordinator
New England HIDTA	Fallon	JT		Director
New England HIDTA	Kelley	David		Deputy Director
New York/New Jersey HIDTA	Middleton	Ken		Deputy Director
North Florida HIDTA	Bochenek	Ron		
North Florida HIDTA	Peryam	Robert		Director
Northwest HIDTA	Rodriguez	Dave		Director
Oregon HIDTA	Gibson	Chris	Gibson Management and Consulting, Inc.	Director
Puerto Rico/U.S. Virgin Islands HIDTA	Santana	Samuel		Director
Puerto Rico/U.S. Virgin Islands HIDTA	Shegrud	Steve		Deputy
Rocky Mountain HIDTA	Gorman	Thomas		Director
Rocky Mountain HIDTA	Anthony	Alisa		Criminal Intel Analyst
Rocky Mountain HIDTA	Fredericks	Frank		Criminal Intel. Analysts
Rocky Mountain HIDTA	Marx	Brandon		Criminal Intel. Analysts
Rocky Mountain HIDTA	Wong	Kevin		Criminal Intel. Analysts
South Florida HIDTA	Anaipakos	George		Program Manager
South Florida HIDTA	Grimm	Gary		Intel Coordinator
South Florida HIDTA	Wagner	Timothy		Director
South Florida HIDTA	Widell	Joel		Deputy Director
SWB HIDTA, Arizona Region Partnership	Kempshall	Elizabeth		Director
SWB HIDTA, Arizona Region Partnership	Rosky	Richard		Training Director
SWB HIDTA, South Texas Partnership	Dromgoole	Michael	Michael D. Dromgoole, Inc.	Deputy Director
SWB HIDTA, South Texas Partnership	Garcia	Tony		Director



Public Risk Underwriters of Texas
 101 W. Renner Road, #450
 Richardson, TX 75082
 Main Number: 469-449-1516
 Fax Number: 469-449-1517

TEMPORARY INSURANCE BINDER
PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY

JUNE 23, 2015

POLICY NUMBER: POI9516160-03

This binder will serve as temporary evidence of coverage pending the issuance of the policy, or until 12:01AM on July 31, 2014, whichever comes first. Failure to provide outstanding documentation may result in a rescission of this binder. Upon issuance of the replacing policy, this binder shall be null and void from inception.

INSURED: Participating Members of the HIDTA Areas as per scheduled
 11200 NW 20 Street, Suite 100
 Miami, FL 33172

EFFECTIVE: 07/01/15 **EXPIRATION:** 07/01/16
 (12:01 A.M. Standard time at the address of the Insured shown above)

LIMITS: As per attached Schedule each claim
 As per attached Schedule Policy annual aggregate Per Member

DEDUCTIBLE: As per attached Schedule each claim including

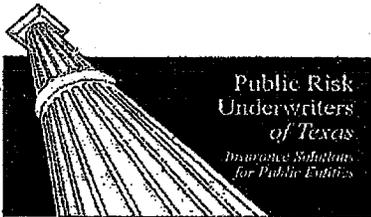
PREMIUM: \$90,300

ISSUING COMPANY: INDIAN HARBOR INSURANCE COMPANY
 BEST RATING: A XV
 A SURPLUS LINES CARRIER

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

TERMS, CONDITIONS AND SUBJECTIVTTIES include but are not limited to:

- Policy Form: PES-POL-PF (02/08) - A Claims Made Form.
- Retroactive Date: as per the attached schedule
- Nuclear Energy Exclusion (PES-POL-100 (10/07))
- 25% Minimum Earned Premium Endorsement (PES-POL-116 (10/07))
- Service of Process Endorsement (XL-FLSOP (12/08))
- General Change Endorsement – HIDTA Member Schedule (PES-POL-106 (06/12))
- General Change Endorsement – HIDTA Individuals Schedule (PES-POL-106 (06/12))
- General Change Endorsement – Who is and Insured (PES-POL-106 (10/07))
- Endorsement – Definition of Employee (PES-POL-106 (10/07))
- Any Notices or Disclosures required by the state regulatory agency.
- Your office will be responsible for the filing, collection, and remittance of all applicable surplus lines taxes and fees.
- Payment is due and payable within 30 days of inception.



Public Risk Underwriters of Texas
101 W. Renner Road, #450
Richardson, TX 75082
Main Number: 469-449-1516
Fax Number: 469-449-1517

This binder will remain in force until 12:01AM on July 31, 2015, unless extended in writing by the company or its representatives, or until replaced by the policy. Please read all terms and conditions carefully.

If this binder is conditioned upon the receipt, review and approval of additional information, all of this additional information must be provided within ten (10) days of the effective date of this binder or the Company may, at its sole option, terminate this binder as of its effective date and cancel any policy which was issued pursuant to the binder.

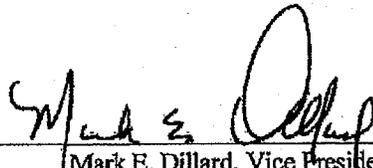
If, between the date of the original submission and the effective date of this binder, there is a material change in any of the information (including but not limited to claims or potential claims) originally submitted or subsequently requested by the Company, the insured is required to notify the Company immediately. The Company reserves the right to terminate or modify the terms of this binder in the event of a material change in such information.

Payment of premium is due within 30 days of the effective date of this binder. Should the premium not be received by this date due, this binder will be cancelled as of its effective date.

You are hereby authorized to issue certificates of insurance precisely matching the terms reflected on this evidence of coverage. Certificates should be submitted to us for proofing and documentation. Certificates should not reflect additional insured status to any party not specifically endorsed on the policy.

Only PRU of Texas has the authority to bind, alter, or cancel coverage on behalf of the carrier. Coverage cannot be assumed to be bound without written confirmation from an authorized representative of PRU of Texas.

This policy will be issued by a surplus lines insurer. Compliance with applicable laws and payment of applicable surplus lines premium taxes is the responsibility of the insured or you, the producing agency. Applicable taxes and fees are not included in the premium due for the insurance coverage bound. It is your responsibility to provide us with the name, address, and surplus license number of the locally licensed surplus lines agent in the state in which the insured is located (for New Jersey business, please also provide the Surplus Lines Transaction number). It is your responsibility to conform to the Laws and Regulations of the applicable jurisdictions, including but not limited to, payment of surplus lines premium taxes, procuring of affidavits and compliance with surplus lines laws.

Authorized by: 
Mark E. Dillard, Vice President

Public Officials Liability Schedule of the Participating HIDTA Areas

HIDTA Name	HIDTA ST	POL Effective Date	2015 Number of Officers	Limits	Deductible	POL Annual Premium
Appalachia HIDTA	KY	7/1/2015	3	\$ 1,000,000	\$1,000	\$ 3,100
Atlanta - Carolinas HIDTA	GA	7/1/2015	2	\$ 1,000,000	\$1,000	\$ 3,100
San Diego-Imperial SWB HIDTA	CA	7/1/2015	6	\$ 1,000,000	\$1,000	\$ 3,100
Central Florida HIDTA	FL	7/1/2015	3	\$ 1,000,000	\$1,000	\$ 3,100
Central Valley, California HIDTA	CA	7/1/2015	1	\$ 1,000,000	\$1,000	\$ 3,100
Chicago HIDTA	IL	7/1/2015	1	\$ 1,000,000	\$1,000	\$ 3,100
Gulf Coast HIDTA	LA	7/1/2015	5	\$ 1,000,000	\$1,000	\$ 3,100
Hawaii HIDTA	HI	7/1/2015	6	\$ 1,000,000	\$1,000	\$ 3,100
Houston HIDTA	TX	7/1/2015	15	\$ 1,000,000	\$1,000	\$ 3,100
Lake County HIDTA	IN	7/1/2015	2	\$ 1,000,000	\$1,000	\$ 3,100
Los Angeles HIDTA	CA	7/1/2015	3	\$ 1,000,000	\$1,000	\$ 3,100
Michigan HIDTA	MI	7/1/2015	2	\$ 1,000,000	\$1,000	\$ 3,100
Midwest HIDTA	MO	7/1/2015	7	\$ 1,000,000	\$1,000	\$ 3,100
National HIDTA Assistance Center	FL	7/1/2015	5	\$ 1,000,000	\$1,000	\$ 3,100
Nevada HIDTA	NV	7/1/2015	1	\$ 1,000,000	\$1,000	\$ 3,100
New England HIDTA	MA	7/1/2015	2	\$ 1,000,000	\$1,000	\$ 3,100
New York/New Jersey HIDTA	NY	7/1/2015	3	\$ 1,000,000	\$1,000	\$ 3,100
North Florida HIDTA	FL	7/1/2015	2	\$ 1,000,000	\$1,000	\$ 3,100
North Texas HIDTA	TX	7/1/2015	1	\$ 1,000,000	\$1,000	\$ 3,100
Northern Cal HIDTA	CA	7/1/2015	1	\$ 1,000,000	\$1,000	\$ 3,100
Northwest HIDTA	WA	7/1/2015	4	\$ 1,000,000	\$1,000	\$ 3,100
Ohio HIDTA	OH	7/1/2015	5	\$ 1,000,000	\$1,000	\$ 3,100
Oregon HIDTA	OR	7/1/2015	1	\$ 1,000,000	\$1,000	\$ 3,100
Puerto Rico/U.S. Virgin Islands HIDTA	PR	7/1/2015	2	\$ 1,000,000	\$1,000	\$ 3,100
Rocky Mountain HIDTA	CO	7/1/2015	12	\$ 1,000,000	\$1,000	\$ 3,100
South Florida HIDTA	FL	7/1/2015	5	\$ 1,000,000	\$1,000	\$ 3,100
SWB HIDTA, Arizona Region Partnership	AZ	7/1/2015	9	\$ 2,000,000	\$1,000	\$ 3,500
SWB HIDTA, New Mexico Partnership	NM	7/1/2015	2	\$ 1,000,000	\$1,000	\$ 3,100
SWB HIDTA, South Texas Partnership	TX	7/1/2015	19	\$ 1,000,000	\$1,000	\$ 3,100
Total			132			\$90,300

**Public Officials Liability
Schedule of Participating Individuals
2015 - 2016**

HIDTA Name	Individual Last Name	Individual First Name	Company	Title
Appalachia HIDTA	Brown	Vic		Deputy Director
Appalachia HIDTA	Burner	Kenny		Deputy Director
Appalachia HIDTA	Rapier	Frank		Director
Appalachia HIDTA	Miles	Glenn		Deputy Director
Appalachia HIDTA	Reece	Joel		Deputy Director
Atlanta-Carolinas HIDTA	Emerson	John		Deputy Director
Atlanta-Carolinas HIDTA	Killorin	Jack		Director
San Diego-Imperial SWB HIDTA	Ellers	Tom		Deputy Director IV-LECC
San Diego-Imperial SWB HIDTA	Erickson	Paul		IV-LECC Intel Supervisor
San Diego-Imperial SWB HIDTA	Farris	Tom		Deputy Director SD-LECC
San Diego-Imperial SWB HIDTA	McAdam	Kean		Director
San Diego-Imperial SWB HIDTA	Partridge	Ralph		Deputy Director
San Diego-Imperial SWB HIDTA	Gardner	Leslie		Director SD-LECC
Central Florida HIDTA	Collins	Stephen	Stephen R. Collins Inc.	Director
Central Florida HIDTA	Daniels	Richard	R.A. Daniels Inc.	Deputy Director
Central Florida HIDTA	Phipps	Stanley	Stanley Phipps, LLC	ISC Manager
Central Valley, California HIDTA	Ruzzamenti	William	- WS&R LLC	
Chicago HIDTA	Swistowicz	James		
Gulf Coast HIDTA	Forte	Nicholas		
Gulf Coast HIDTA	Hawkins	James		
Gulf Coast HIDTA	Petty	Donald		
Gulf Coast HIDTA	Renton, Jr.	William		Deputy Director
Gulf Coast HIDTA	Solo	Tony		Director
Hawaii HIDTA	Yabuta	Gary		Director
Hawaii HIDTA	Smith	Carol		Executive Assistant
Hawaii HIDTA	Gomez	Eduardo		Intelligence Analyst
Hawaii HIDTA	Meana	Christopher		Intelligence Analyst
Hawaii HIDTA	Honjo	Gwen		Financial Analyst
Hawaii HIDTA	Chang	Ji Sun		IT Manager
Houston HIDTA	Byczek	Sandra		Financial Manager
Houston HIDTA	Henry	David		IT Manager
Houston HIDTA	McDaniel	Frank		Director
Houston HIDTA	Molina	Norma		Executive Assistant
Houston HIDTA	Smith	Bryan		Deputy Director
Houston HIDTA	Stephens	William		Intelligence Coordinator
Houston HIDTA	Hanna	Peter		Intelligence Analyst
Houston HIDTA	Schooler	Samantha		Intelligence Analyst
Houston HIDTA	Vasquez	Miranda		Intelligence Analyst
Houston HIDTA	Safas	Bobbie		Intelligence Analyst
Houston HIDTA	Porras	Bradley		Intelligence Analyst
Houston HIDTA	Costa	Greta		Intelligence Analyst
Houston HIDTA	Hudson	Jule		Intelligence Analyst
Houston HIDTA	Everett	Shane		Intelligence Analyst
Houston HIDTA	Norasing	Chris		IT Staff
Lake County HIDTA	Niemiec	Kristin		Financial Manager
Lake County HIDTA	Porucznik	Charles	C S Porucznik, LLC	

**Public Officials Liability
Schedule of Participating Individuals
2015 - 2016**

Los Angeles HIDTA	Bass	Roger		Director
Los Angeles HIDTA	Owsley	Douglas	OWSLEY ENTERPRISES, LLC	Deputy Director
Los Angeles HIDTA	Johnson	Charles		Finance Manager
Michigan HIDTA	Azzam	Abraham		
Michigan HIDTA	Summers	Craig		
Midwest HIDTA	Barton	David		Director
Midwest HIDTA	Daley	Brenda		Nebraska State Coordinator
Midwest HIDTA	Hartman	Bob		Training Coordinator
Midwest HIDTA	Sankey	David		
Midwest HIDTA	Lauer	Nancy		Finance Manager
Midwest HIDTA	Mizell	David		Deputy Director
Midwest HIDTA	Frampton	Kevin		Training Coordinator
National HIDTA Assistance Center	Shemelya	John		NMI Coordinator
National HIDTA Assistance Center	Martin	William		Director
National HIDTA Assistance Center	Snyders	Mike	Professional Policing Inc.	DHE Coordinator
National HIDTA Assistance Center	Stone	James		DHE Coordinator
National HIDTA Assistance Center	Loya	Tony		NMPI Coordinator
Nevada HIDTA	Carter	Keith		Director
New England HIDTA	Fallon	JT	J.T. Fallon Consulting Services, LLC	Director
New England HIDTA	Kelley	David	David Kelley- D.W. Kelley Consulting, LLC	Deputy Director
New York/New Jersey HIDTA	Gaunedo	Annette		Deputy Director
New York/New Jersey HIDTA	Middleton	Ken		Deputy Director
New York/New Jersey HIDTA	Parker	Chauncey		Director
North Florida HIDTA	Bochenek	Ron		
North Florida HIDTA	Peryam	Robert		Director
North Texas HIDTA	Sumpter	Lance	Sumpter Services, LLC	Director
Northern Cal HIDTA	Sena	Michael		Director
Northwest HIDTA	Longsworth	Steve		
Northwest HIDTA	Pritchard	Jennifer		
Northwest HIDTA	Rodriguez	Dave		Director
Northwest HIDTA	Timm	Alice		
Ohio HIDTA	DePasquale	Mary Beth		
Ohio HIDTA	Glasgo	John	John Glasgo, LLC	
Ohio HIDTA	O'Donnell	Joseph		
Ohio HIDTA	Pestlethwaite	John		
Ohio HIDTA	Slegle	Derek		Director
Oregon HIDTA	Gibson	Chris	Gibson Management and Consulting, Inc.	
Puerto Rico/U.S. Virgin Islands HIDTA	Steve	Shegrud		Deputy Director
Puerto Rico/U.S. Virgin Islands HIDTA	Samuel	Santana		Director
Rocky Mountain HIDTA	Anthony	Ailsa		Criminal Intel Analyst
Rocky Mountain HIDTA	Cunningham	Dwight		IT Manager
Rocky Mountain HIDTA	Davis	Kelli		Administrative Assistant
Rocky Mountain HIDTA	Evans	Sandra		Budget Officer
Rocky Mountain HIDTA	Fredericks	Frank		Criminal Intel Analyst
Rocky Mountain HIDTA	Gondek	Amanda		Criminal Intel Analyst
Rocky Mountain HIDTA	Gorman	Thomas		Director

**Public Officials Liability
Schedule of Participating Individuals
2015 - 2016**

Rocky Mountain HIDTA	Long	Heather		Assistant Training Officer
Rocky Mountain HIDTA	Marx	Brandon		Criminal Intel Analyst
Rocky Mountain HIDTA	Schmidt	Sandy		Administrative Assistant
Rocky Mountain HIDTA	Taylor	Vivian		Finance Manager
Rocky Mountain HIDTA	Ziamba	Rebecca		Criminal Intel Analyst
South Florida HIDTA	Cockshutt	Genil		
South Florida HIDTA	Grimm	Gary		Intel Coordinator
South Florida HIDTA	Wagner	Timothy		Director
South Florida HIDTA	Widell	Joel		Deputy Director
South Florida HIDTA	Anapalkos	George		
SWB HIDTA, Arizona Region Partnership	Gill	Pam		
SWB HIDTA, Arizona Region Partnership	Hayden	Tom		
SWB HIDTA, Arizona Region Partnership	Ragan	James		
SWB HIDTA, Arizona Region Partnership	Ripley	Sally		
SWB HIDTA, Arizona Region Partnership	Shanley	Annie		
SWB HIDTA, Arizona Region Partnership	Eilers	Lauren		
SWB HIDTA, Arizona Region Partnership	Rosky	Richard		Director of Training
SWB HIDTA, Arizona Region Partnership	Simpson	Katie		
SWB HIDTA, Arizona Region Partnership	McGinly	Jennifer		
SWB HIDTA, New Mexico Partnership	Payne	Mark		Director
SWB HIDTA, New Mexico Partnership	Ramirez	Josa	RM Personnel, Inc.	Deputy Director
SWB HIDTA, South Texas Partnership	Aleman	Anita		Administrative Assistant
SWB HIDTA, South Texas Partnership	Barrera	Leroy		Program Manager
SWB HIDTA, South Texas Partnership	Bonnette	E.P. (Shane)	E.P. Bonnette, Inc.	Training Coordinator
SWB HIDTA, South Texas Partnership	Dromgoole	Michael	Michael D. Dromgoole, Inc.	Deputy Director
SWB HIDTA, South Texas Partnership	Garcia	Tony		Director
SWB HIDTA, South Texas Partnership	Gutierrez	James		Crime Analyst
SWB HIDTA, South Texas Partnership	Harris	Connie		Crime Analyst
SWB HIDTA, South Texas Partnership	Heblsen	Edward		Intelligence Coordinator
SWB HIDTA, South Texas Partnership	Ruelas	Daniel		Crime Analyst
SWB HIDTA, South Texas Partnership	Fuentes	Marla		Financial Manager
SWB HIDTA, South Texas Partnership	Lopez	Ida		Crime Analyst
SWB HIDTA, South Texas Partnership	Lozano	Mayra		Crime Analyst
SWB HIDTA, South Texas Partnership	Luza	Melissa		Crime Analyst
SWB HIDTA, South Texas Partnership	Martinez	Marcella		Administrative Assistant
SWB HIDTA, South Texas Partnership	Richardson	Donna		Crime Analyst
SWB HIDTA, South Texas Partnership	Ruiz	María		HIDTA Accountant
SWB HIDTA, South Texas Partnership	Velez	María		Executive Assistant
SWB HIDTA, South Texas Partnership	Fernandez	Vanessa		IT Specialist

EXHIBIT 5

Board Authorization

The election judge account was budgeted for an anticipated primary election size of up to 400 precincts. In fact there were 36 precincts where a primary election was conducted. Those anticipated labor costs never materialized. Similarly, the paper necessary to conduct a larger election weren't needed.

OFFICE OF THE SHERIFF
FISCAL ADMINISTRATION AND SUPPORT SERVICES

15-5982

PROPOSED CONTRACT

Department(s): Chicago HIDTA

Vendor: Nicholas J. Roti, Chicago, Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Executive Director-Chicago HIDTA

Contract Value: \$165,281.00

Contract period: 12/1/2015 - 11/30/2016, with three (3), one (1) year renewals

Potential Fiscal Year Budget Impact: FY 2015 \$13,773.42, FY 2016 \$151,507.58

Accounts: 655-260

Contract Number(s): 1511-15026

Concurrences:

The vendor has met the Minority and Women Owned Business Enterprise Ordinance.

The Chief Procurement Officer concurs.

Summary: The Executive Board of the Chicago High Intensity Drug Trafficking Area (HIDTA) is comprised of agency heads from various federal, state and law enforcement agencies participating in the HIDTA program. The Executive Board is charged with selecting an individual to serve as the Executive Director. Due to Mr. Roti's extensive law enforcement background and familiarity with the HIDTA Program, and having served as Chairman and Vice Chairman of the Chicago HIDTA Executive Board, as well as on several HIDTA committees, he was selected by the Executive Board to serve as the Executive Director for this Program. This is a sole source procurement pursuant to Section 34-139 of the Cook County Procurement Code.

EXHIBIT 6

**Economic Disclosure Statements
Signature Pages**

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1-2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

SECTION 1
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 Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. 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, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

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

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

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 who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

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.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

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

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. 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 3: Economic and Other Disclosures Statement. Section 3 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 Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

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, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. 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.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

SECTION 2**CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT 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 APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT 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 subparagraphs (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 APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Applicant 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 APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant 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 34-171.*

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with 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. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, 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 annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, 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.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name

Address

	N/A

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?
Yes: _____ No:

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

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?
Yes: _____ No: _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

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-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant 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 Applicant in Cook County:

PERMANENT INDEX NUMBER(S): 24-23-210-072-0000
24-23-210-093-0000

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) _____ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant 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 Applicant must explain below:

PERSONAL SERVICES CONTRACT - NO EMPLOYEES
OR SUB-CONTRACTORS INVOLVED.

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

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.

"Person" "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. A Person 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 [X] Applicant or [] Stock/Beneficial Interest Holder

This Statement is an: [X] Original Statement or [] Amended Statement

Identifying Information:

Name: NICHOLAS ROTI
D/B/A: N/A FEIN NO: SA 2376
Street Address: 11309 S SAINT LOUIS AVE
City: CHICAGO State: IL Zip Code: 60655
Phone No.: 773-551-1771 Fax Number: Email: nroti@chicago-ni.com

Cook County Business Registration Number: VENDOR # 1109 765
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable):

Form of Legal Entity:

- [X] Sole Proprietor [] Partnership [] Corporation [] Trustee of Land Trust
[] Business Trust [] Estate [] Association [] Joint Venture
[] Other (describe)

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
------	---------	---

	N/A	
<hr/>		
<hr/>		

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

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

	N/A	
<hr/>		
<hr/>		

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, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
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Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
------	---------	--	----------------

	N/A		
<hr/>			
<hr/>			

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.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

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

DIRECTOR
Title

N. Bott
Signature

10/8/2015
Date

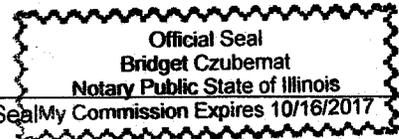
nrotia@aicano-hiota.org
E-mail address

(312) 448-5666
Phone Number

Subscribed to and sworn before me
this 8 day of OCT, 2015

My commission expires: 10-16-2017

x Bridget Czubernat
Notary Public Signature





COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

“*Familial relationship*” means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Half-sister |

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: NICHOLAS ROTI
Address of Person Doing Business with the County: 11309 S SAINT LOUIS AVE, CHGO
Phone number of Person Doing Business with the County: 312 448-5666
Email address of Person Doing Business with the County: nr0t1@chicago-horta.org

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

CONTRACT # 1511-15026

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 165,281.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: _____

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

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

- The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	----------------------------------

<u>N/A</u>			
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

<u>N/A</u>			
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

<u>N/A</u>			
_____	_____	_____	_____
_____	_____	_____	_____

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

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

N. Roberts
Signature of Recipient

10/8/2015
Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: 1511-15026

County Using Agency (requesting Procurement): COOK COUNTY SHERIFF - CHICAGO HEIGHTS

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): _____

Substantial Owner Complete Name: NICHOLAS ROTI

FEIN# SS # 2376

Date of Birth: 08/08/1963

E-mail address: nroti@CHICAGO-HEIGHTS.ORG

Street Address: 11309 S SAINT LOUIS AVE

City: CHGO

State: IL Zip: 60655

Home Phone: 773 551-1771

Driver's License No: R300-6306-3225

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or **NO**

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or **NO**

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or **NO**

Employee Classification Act, 820 ILCS 185/1 et seq., YES or **NO**

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or **NO**

Any comparable state statute or regulation of any state, which governs the payment of wages YES or **NO**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: N. Roti Date: 10/8/2015

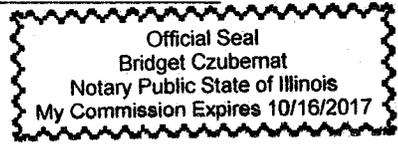
Name of Person signing (Print): NICHOLAS ROTI Title: DIRECTOR

Subscribed and sworn to before me this 8 day of OCTOBER, 2015

x Bridget Czubernat
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant 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.

Execution by Corporation

Corporation's Name

Telephone

Secretary Signature

President's Printed Name and Signature

Email

Date

Execution by LLC

LLC Name

Date

*Member/Manager Printed Name and Signature

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

Date

*Partner/Joint Venturer Printed Name and Signature

Telephone and Email

Execution by Sole Proprietorship

NICOLAAS ROTI - N. Roti
Printed Name and Signature
312-448-5666
Telephone

10/8/2015
Date
nr0t1@CHICAGO-HOTA.ORG
Email

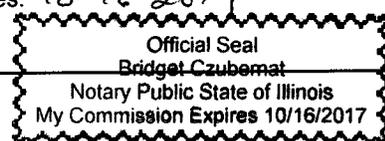
Subscribed and sworn to before me this

8 day of OCT, 2015

Bridget Czubemat
Notary Public Signature

My commission expires: 10-16-2017

Notary Seal



If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

SECTION 6
COOK COUNTY SIGNATURE PAGE

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 6 DAY OF November, 2015

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

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

1511-15026

OR

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

TOTAL AMOUNT OF CONTRACT: \$ One Hundred Sixty Five Thousand Two Hundred Eighty One and no/100 (\$165,281.00)
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

N/A

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

Date

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

OCT 28 2015