

**PROFESSIONAL SERVICES AGREEMENT**

**VIOLENCE PREVENTION, INTERVENTION, AND REDUCTION  
DEMONSTRATION GRANTS (\$100,000)**

BETWEEN



COOK COUNTY GOVERNMENT

JUSTICE ADVISORY COUNCIL OF COOK COUNTY

AND

UNION LEAGUE BOYS AND GIRLS CLUBS

CONTRACT NO. 1553-14558B

APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS

FEB 10 2016

# PROFESSIONAL SERVICES AGREEMENT

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**List of Exhibits**

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 5	MBE/WBE Utilization Plan
Exhibit 6:	Economic Disclosure Statement

**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 Union League Boys and Girls Clubs, doing business as a Not-for-Profit of the State of Illinois, hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Chief Procurement Officer.

**BACKGROUND**

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

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

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

**TERMS AND CONDITIONS**

**ARTICLE 1) INCORPORATION OF BACKGROUND**

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

**ARTICLE 2) DEFINITIONS**

**a) Definitions**

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

**"Additional Services"** means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the 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      Evidence of Insurance
- Exhibit 4      Identification of Subcontractor/Supplier/Subconsultant Form
- Exhibit 5      MBE/WBE Utilization Plan
- Exhibit 6:      Economic Disclosure Statement

**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**

Minority and Women Owned Business Enterprises Commitment In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. **There is a zero percent (0%) MBE/WBE goal for this contract.**

**f) Insurance**

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

**i) Insurance To Be Provided**

**(1) Workers Compensation and Employers Liability**

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

**(2) Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

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

**(3) Automobile Liability (Primary and Umbrella)**

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

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(4).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

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

- (2) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.
- (3) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.
- (4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.
- (5) Consultant must require all Subconsultants to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subconsultants. All Subconsultants are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subconsultant desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.
- (6) The County's Risk Management Office maintains the rights to modify, delete, alter or change these requirements. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

**g) Indemnification**

The 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.

**l) Professional Social Services**

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

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community 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 March 1, 2016 ("**Effective Date**") and continue until February 28, 2017 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 extend this contract 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: Justice Advisory Council  
69 West Washington Street, Room 1110  
Chicago, Illinois 60602  
Attention: Lanetta Haynes Turner

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: Union League Boys and Girls Clubs  
65 West Jackson Boulevard  
Chicago, Illinois 60604  
Attention: Mary Ann Mahon Huels, President

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**

## 2.3.A – Cover Letter

RFP 1553-14558: Violence Prevention, Intervention and Reduction Demonstration Grants (\$100,000)

Barreto Union League Boys & Girls Club

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May 3, 2015

Office of the Chief Procurement Officer for Cook County, Illinois

Ms. Shannon E. Andrews, Chief Procurement Officer

118 North Clark Street, Room 1018

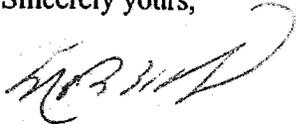
Chicago, IL 60602

Dear Ms. Andrews,

The Union League Boys & Girls Clubs are pleased to have the opportunity to respond to RFP 1553-14558: Violence Prevention, Intervention and Reduction Demonstration Grants (\$100,000). We propose to offer programming to achieve the objectives of the RFP at our Barreto Boys & Girls Club in Chicago's Humboldt Park community and are committed to provide the services outlined in the response of which this letter is a part at the price and on the schedule we have proposed.

As the organization's Chief Professional Officer, I will provide executive-level oversight for all facets of the programming contemplated herein. Hector Perez, Senior Club Director of the Barreto Union League Boys & Girls Club is my direct report and will lead program execution at the Club. Mr. Perez' direct reports, Francisco Soto, Jeremy Murphy, Juan Enriquez and Armando Heath will engage participating youth in the program and deliver the program elements.

Sincerely yours,



Mary Ann Mahon Huels, President & CEO

Union League Boys & Girls Clubs

### 2.3.C – Agency Description

RFP 1553-14558: Violence Prevention, Intervention and Reduction Demonstration Grants (\$100,000)

Barreto Union League Boys & Girls Club

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The Barreto Union League Boys & Girls Club has been a presence in Chicago's Humboldt Park community for more than 40 years. It is one of eight Union League Boys & Girls Clubs in Chicago. The Union League Boys & Girls Clubs have a 95-year track record of guiding youth in disadvantaged communities in Chicago.

We currently operate traditional Boys & Girls Clubs in Pilsen (Club One) and Humboldt Park (Barreto). We operate school-based clubs at Wells Community Academy (Near West Side), Roberto Clemente Community Academy (Humboldt Park), Hammond Elementary School (South Lawndale/Little Village), Stagg Elementary School (Englewood) and the Chicago International Charter School (Bucktown). In addition, we are in the second year of operating a Boys & Girls Club programming site within the Cook County Juvenile Temporary Detention Center.

Our organization is guided by our mission statement: To enable all young people, especially those who need us most, to reach their full potential as productive, responsible and caring citizens. Who are the youth who need us most? It could be a youth from a household living in poverty who has difficulty envisioning how their future can be any different. It could be a youth that doesn't understand how to prepare for schooling and a future career. It could be a youth who wants to do well in school and aspires to have a career but is a victim of bullying or is harassed by the gangbangers who offer any number of diversions from a positive future.

On the average day, more than 500 youth between the ages of 6 and 18 visit our Barreto Boys & Girls Club. Approximately 200 of these club members are teens; teens choosing to come to

### 2.3.C – Agency Description

RFP 1553-14558: Violence Prevention, Intervention and Reduction Demonstration Grants (\$100,000)

Barreto Union League Boys & Girls Club

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Barreto to engage in constructive activities and relate to positive role models rather than “hanging out” in their neighborhood.

The Barreto Union League Boys & Girls Club serves youth ages 6 to 18 in the Humboldt Park community. As of December 31, 2014, 5,700 youth were registered members of the club; 3,037 (53%) were male and 2,663 (47%) were female. 3,179 (55.7%) of our members were Hispanic/Latino, 1,915 (33.6%) were Black/African-American, and 357 (6.3%) were of two or more races. Almost 80% of our youth members live in single-parent households and a similar percentage qualify for free or reduced price meals at their school. We expect the target population of youth we will seek to serve under the violence prevention program contemplated herein will be reflective of membership we currently serve.

As noted in Section 2.3.D, we propose to build on the success we cultivated among Humboldt Park youth pursuant to our FY14 Violence Prevention Grant from the Cook County Justice Advisory Council. In the FY14 program we served 50 youth clients; only two of whom had involvement with the criminal justice system – fulfilling their probation requirements without incident.

### 2.3.D – Executive Summary & Agency Organization Chart

RFP 1553-14558: Violence Prevention, Intervention and Reduction Demonstration Grants (\$100,000)

Barreto Union League Boys & Girls Club

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The Humboldt Park community in Chicago is economically disadvantaged and beset by gangs and the crime and violence they sow. The Barreto Union League Boys & Girls Club proposes to provide youth in Humboldt Park between the ages of 10 and 18 a safe haven and to prepare them for a positive future, one that values academic accomplishment, a healthy lifestyle predicated on making good choices and constructive, non-violent community involvement.

We propose to build on the success we cultivated among Humboldt Park youth pursuant to our FY14 Violence Prevention Grant from the Cook County Justice Advisory Council. In the FY14 program we served 50 youth clients; only two had involvement with the criminal justice system – fulfilling their probation requirements without incident.

The Barreto Union League Boys and Girls Club proposes to serve 60 youth under this violence prevention initiative. We will provide them with a safe haven within which they will be offered help with their homework, academic enrichment opportunities, and guidance to inform the choices they will face as youth in an economically-challenged and violent community. The mentors and experienced professionals of the Barreto Union League Boys & Girls Clubs will take the time and make a conscientious effort to touch their lives.

The Union League Boys & Girls Clubs are led by President and Chief Executive Officer, Mary Ann Mahon Huels. Ms. Huels has 39 years of experience with Boys & Girls Clubs, having led the Union League Boys & Girls Clubs for the past 16. As our Chief Professional Officer, Ms.

### 2.3.D – Executive Summary & Agency Organization Chart

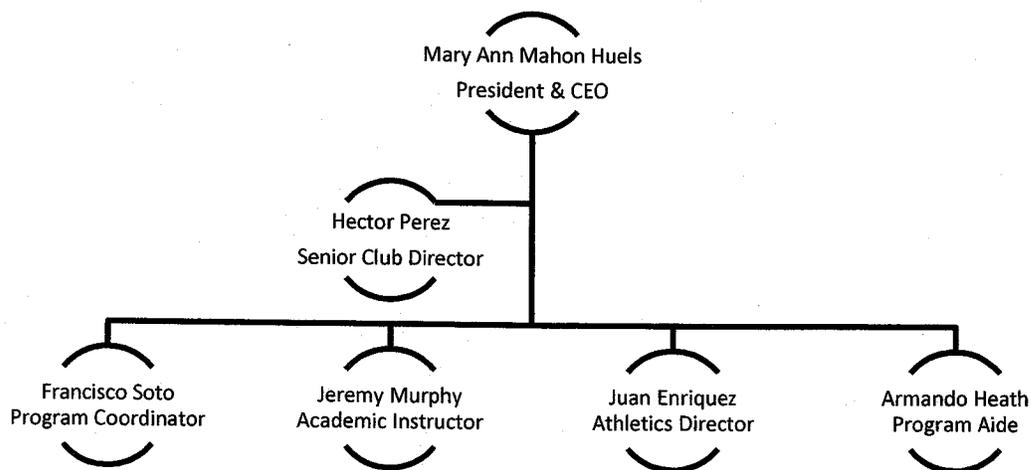
RFP 1553-14558: Violence Prevention, Intervention and Reduction Demonstration Grants (\$100,000)

Barreto Union League Boys & Girls Club

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Huels will provide executive-level oversight for all facets of the programming contemplated herein.

Hector Perez is the Senior Club Director of the Barreto Union League Boys & Girls Club. Mr. Perez began his affiliation with the Barreto Club as a youth gym aide when he was 14. In the ensuing 35 years he has served as a Club Director, Programming Director and Teen Reach Coordinator; he has served as the Senior Club Director for the past ten years. Mr. Perez will bear the primary responsibility for delivering the desired outcomes of the programming contemplated herein. An organization chart for the project follows:



## 2.3.E – Description of Problem

RFP 1553-14558: Violence Prevention, Intervention and Reduction Demonstration Grants (\$100,000)

Barreto Union League Boys & Girls Club

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The Humboldt Park community served by the Barreto Union League Boys & Girls Club is a community beset by violent crime and gang activity. The young people in the community and their families are at a greater risk of being victimized by violence than those living in 83% of Chicago communities (City of Chicago Data Portal).

Continuing to reference data from the City of Chicago Data Portal, during the 365 days ended April 10, 2015, there were 865 violent crimes committed in Humboldt Park including 23 homicides, 50 sexual assaults and 156 assaults. During the 30 days ended April 10, 2015 (the most recent reporting period), 85 violent crimes were reported in the community representing a 20% increase as compared to the same 30-day window in 2014. Of significance, reported property crimes and quality of life crimes were also each up 20% during the same period. Crime and violent crime in particular continue to be a threat to the community and its young residents.

According to the Chicago Police Department's 14<sup>th</sup> District there are 14 gangs with an active presence in our Humboldt Park service area. This gang activity perpetuates violence in the community and is an ever-present threat to its young people as evidenced by the fact that more than 70% of the violent crime in the Humboldt Park community occurs on city streets and sidewalks (Chicago Data Portal). In fact, the prevalence of violence and street crime has made it necessary for our Barreto Boys & Girls Club to develop a van pick-up program whereby we pick our young club members up from their schools and bring them directly to our facility. The van program has enabled more Humboldt Park youth to visit our Barreto Club more often and protected them from the threats and diversions of community streets.

### **2.3.E – Description of Problem**

RFP 1553-14558: Violence Prevention, Intervention and Reduction Demonstration Grants (\$100,000)

Barreto Union League Boys & Girls Club

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Of particular relevance to the young people we propose to serve under the program contemplated herein is that much of the violent crime in the community occurs during after-school hours. The data from the 30-day period ended April 10, 2015 is representative of community conditions. During that time period, 31 violent crimes, 47% of the total, were committed in the community between the hours of 2:00 p.m. and 9:00 p.m. It is between the hours of 2:00 p.m. and 9:00 p.m. that the Barreto Union League Boys & Girls Club is open during the school year (we keep extended hours during the summer months). Clearly, the club provides a haven of safety for young people in the community.

As described in Section 2.3.F, without an alternative after-school haven like our Barreto Boys & Girls Club, the vast majority of Humboldt Park youth leave school unsupervised. Without supervision they are susceptible to the temptations, bullying and harassments of the street and the likelihood that they become a victim of violence or become involved in violent activity increases dramatically. The program we are proposing will provide 60 youth with a safe place to go after-school where they do not feel threatened and where they are empowered to fulfill their full potential as productive citizens.

### 2.3.F – Description of Target Population

RFP 1553-14558: Violence Prevention, Intervention and Reduction Demonstration Grants (\$100,000)

Barreto Union League Boys & Girls Club

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The Barreto Union League Boys & Girls Club serves youth ages 6 to 18 in the Humboldt Park community. As of December 31, 2014, 5,700 youth were registered members of the club; 3,037 (53%) were male and 2,663 (47%) were female. 3,179 (55.7%) of our members were Hispanic/Latino, 1,915 (33.6%) were Black/African-American, and 357 (6.3%) were of two or more races. Almost 80% of our youth members live in single-parent households and a similar percentage qualify for free or reduced price meals at their school.

We expect the target population of youth we will seek to serve under the violence prevention program contemplated herein will be reflective of membership we currently serve which reflects the demographic and economic profile of the Humboldt Park community.

According to the City of Chicago's 2006-2010 American Community Survey, per-capita income in Humboldt Park is \$13,391, roughly half of the \$27,148 of city residents taken *in toto*. The same survey reveals that 32.6% of Humboldt Park households are below poverty level (as compared to 18.7% for the city as a whole) and that the community unemployment rate is 12.3% (as compared to 11.1% for the city as a whole). The survey also provides that 11.2% of Humboldt Park residents live in crowded housing, more than double the 4.7% rate of Chicago residents taken together. 36.8% of Humboldt Park residents do not have a high school diploma; almost double the 20.6% of city residents taken *in toto*. The U.S. Department of Justice SMART System Community Disadvantage Index for the Humboldt Park community is 8 (with 10 being most disadvantaged).

## 2.3.F – Description of Target Population

RFP 1553-14558: Violence Prevention, Intervention and Reduction Demonstration Grants (\$100,000)

Barreto Union League Boys & Girls Club

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As we can attest given our 40-plus years of experience operating a Boys & Girls Club in the Humboldt Park, the youth in this community are vulnerable to becoming victim of or involved in violence if they aren't provided positive alternatives. In Section 2.3.D, we noted the omnipresence of gang activity in the community and the high incidence of violent crime on neighborhood streets. Without an alternative after-school haven like our Barreto Boys & Girls Club, the vast majority of Humboldt Park youth leave school unsupervised. Without supervision they are susceptible to the temptations, bullying and harassments of the street and the likelihood that they become a victim of violence or become involved in violent activity increases dramatically.

Also as noted in Section 2.3.D, we propose to build on the success we cultivated among Humboldt Park youth pursuant to our FY14 Violence Prevention Grant from the Cook County Justice Advisory Council. In the FY14 program we served 50 youth clients; only two of whom had involvement with the criminal justice system – fulfilling their probation requirements without incident.

Our collaboration with the Dr. Pedro Albizu Campos High School is another example of the Barreto Club's successful engagement with youth in the community. The Albizu Campos students use our Barreto gym and science lab during school hours. Many *choose* to come back to the Club from 5:30 – 8:00 p.m. (our hours for teens) as Boys & Girls Club members and youth volunteers. For these youth we are indeed a positive after-school alternative and a safe, positive place that provides them with a sense of belonging and programming to enrich themselves.

### 2.3.G – Proposed Program & Implementation Schedule

RFP 1553-14558: Violence Prevention, Intervention and Reduction Demonstration Grants (\$100,000)

Barreto Union League Boys & Girls Club

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The Barreto Union League Boys & Girls Club proposes to build upon the success and expand the reach of the high level of youth engagement in the Humboldt Park community it achieved pursuant to its FY14 Violence Prevention Grant from the Cook County Justice Advisory Council. Under this RFP, we are proposing to engage 60 youth between the ages of 10 and 18 in the Barreto Club's *Formula for Impact* Program. The *Formula for Impact* program will motivate frequent youth visits to the Barreto Club throughout the program year and engage them in evidence-based after-school and summertime programming that will enhance their academic development and physical well-being in a safe environment promoting non-violence.

Poverties.org, an organization that provides a forum for academic research for social and economic development, states that on average, the more time youth spend in school the less violent they will become. *Formula for Impact*, keeps youth engaged in positive after-school enrichment activities that have been shown to build youth connectedness with their school and keep them on track toward high school graduation (Boys & Girls Clubs of America National Youth Outcomes Initiative). We will prevent violence in the Humboldt Park Community by engaging youth in this program guided by positive adult role models who have demonstrated they care about achieving the desired youth outcomes.

Barreto's *Formula for Impact* program will motivate at least 104 visits to the Club by the 60 participating youth over the course of the program year. Programming, offered both

## 2.3.G – Proposed Program & Implementation Schedule

RFP 1553-14558: Violence Prevention, Intervention and Reduction Demonstration Grants (\$100,000)

Barreto Union League Boys & Girls Club

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during the school year and during the summer, will be focused in three priority areas: Academic Success, Healthy Lifestyles and Good Character and Citizenship. Through these program offerings we will (i) cultivate a developmentally-rich environment for youth, (ii) increase the frequency of their attendance at the Barreto Boys & Girls Club, and (iii) build the depth of engagement between youth and our Barreto Club community. The programming is aligned with the Boys & Girls Clubs of America's nationally-tested, evidenced-based *Formula for Impact*.

We propose to engage 60 youth between the ages of 10 and 18 in the following *Formula for Impact* programs at our Barreto Boys & Girls Club during the program year:

### **Academic Success (Primary Staff Responsibility: Francisco Soto and Jeremy Murphy)**

**Power Hour**: (School-year activity) An hour each day set aside at the club for homework and homework help. Staff and volunteers work with youth to address areas where they are having difficulty learning and help them to gain confidence. The Power Hour materials provide practical tips and best practices for recognition and incentives, behavior management and the use of technology and the Internet. We would expect *Formula for Impact* youth to average three hours of participation in Power Hour each week during the school year.

**Project Learn**: (School-year activity) This strategy is based on research demonstrating that students do much better in school when they spend their non-school hours engaged in

## 2.3.G – Proposed Program & Implementation Schedule

RFP 1553-14558: Violence Prevention, Intervention and Reduction Demonstration Grants (\$100,000)

Barreto Union League Boys & Girls Club

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fun, but academically beneficial, activities. Through Project Learn, Club staff use all the areas and programs in the Club to create opportunities for these high-yield learning activities, which include leisure reading, writing activities, discussions with knowledgeable adults, helping others, homework help, tutoring and games (such as Scrabble), that develop cognitive skills. Project Learn encompasses all of the academic enrichment programs we offer at our Barreto Club including Science Club, math enrichment through the Kahn Academy program in our learning center, Tech Club and our creative arts programs. We will expect ***Formula for Impact*** youth to average two hours of participation in Project Learn each week during the school year.

**Summer Brain Gain:** (Summer activity) A summer learning loss prevention program developed specifically for Boys & Girls Clubs, Summer Brain Gain is comprised of one-week modules with fun, themed activities for elementary school, middle school and high school students. Each module takes a project-based learning approach: youth engage in a process of learning through discovery, creative expression, group work and a final project or production. As a result, kids develop higher-order thinking skills through the Summer Brain Gain modules while staying on track for the coming school year. We would expect ***Formula for Impact*** youth to complete all of the Summer Brain Gain modules.

**Healthy Lifestyles: (Primary Staff Responsibility: Francisco Soto and Juan Enriquez)**

**Triple Play Daily Challenges:** (Year-round activity) Developed in collaboration with the U.S. Department of Health and Human Services, this program strives to improve the overall

### 2.3.G – Proposed Program & Implementation Schedule

RFP 1553-14558: Violence Prevention, Intervention and Reduction Demonstration Grants (\$100,000)

Barreto Union League Boys & Girls Club

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health of Club members ages 6-18 by increasing their daily physical activity. The Daily Challenges component boosts Clubs' traditional physical activities to a higher level by providing sports and fitness activities including six Daily Fitness Challenges. We would expect ***Formula for Impact*** youth to participate in Daily Challenges each week they attend the Club throughout the year.

**Triple Play Healthy Habits:** (Year round activity) Designed to incorporate healthy living and active learning in every part of the Club experience, Healthy Habits emphasizes good nutrition, regular physical activity and improving overall well-being. The program, for ages 6 to 15, is the *Mind* component of Triple Play: A Game Plan for the Mind, Body and Soul. We would expect ***Formula for Impact*** youth to participate in Healthy Habits each week they attend the Club throughout the year.

**Smart Moves (Skills Mastery and Resistance Training):** (Offered throughout the year) Uses a team approach involving Club staff, peer leaders, parents and community representatives. More than simply emphasizing a "Say No" message, the program teaches young people ages 6 to 15 how to say no by involving them in discussion and role-playing, practicing resistance and refusal skills, developing assertiveness, strengthening decision-making skills and analyzing media and peer influence. The ultimate goal: to promote abstinence from substance abuse and adolescent sexual involvement through the practice of responsible behavior. We would expect ***Formula for Impact*** youth to complete the Smart Moves program during the course of the year.

## 2.3.G – Proposed Program & Implementation Schedule

RFP 1553-14558: Violence Prevention, Intervention and Reduction Demonstration Grants (\$100,000)

Barreto Union League Boys & Girls Club

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**Good Character and Citizenship: (Primary Staff Responsibility: Hector Perez, Francisco Soto and Armando Heath)**

**Youth for Unity** (school-year activity): Youth for Unity features age-appropriate programming for youth ages 6 to 12 and teens and helps youth appreciate themselves as unique and special individuals, understand diversity in society, recognize bias and unfairness and take personal leadership in confronting bias. We would expect ***Formula for Impact*** youth to participate in the Youth for Unity program during the course of the year.

**Know Peace** (end-of-school-year activity): Now in its 4<sup>th</sup> year, Know Peace is an annual initiative of the Union League Boys & Girls Clubs created to encourage our club members to spread a message of peace and nonviolence through art projects, dramatic performances and neighborhood parades. We would expect all ***Formula for Impact*** youth to participate in the 2016 Know Peace program at the Barreto Club.

As noted elsewhere in our proposal, Barreto Senior Club Director Hector Perez will be the staff member primarily responsible for the oversight and execution of the Formula for Impact program and our organization's performance under the terms of the Contract that would result if our proposal for this RFP is accepted. Executive-level oversight and management will be provided by Mary Ann Mahon Huels, President & CEO of the Union League Boys & Girls Clubs.

## 2.3.H – Expected Outcomes

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Barreto Union League Boys & Girls Club

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Pursuant to this proposal Barreto Union League Boys & Girls Club will deliver the following measureable outcomes by the conclusion of the program year:

- a) 60 youth between the ages of 10 and 18 in the Humboldt Park community will complete all of the participation requirements as well as the applicable pre- and post-participation testing requirements of the *Formula for Impact* program we have proposed in Section 2.3.G,
- b) Each participating youth will attend the Barreto Boys & Girls Club at least 104 times during the program year,
- c) Each participating youth will maintain appropriate grade progression at their school, and
- d) Each participating youth will avoid involvement in the criminal justice system as an alleged perpetrator during the program year.

The Barreto Union League Boys & Girls Club will use nFocus KidTrax software, a comprehensive youth and membership management and tracking system, to record attendance, program participation and successful program completion. School report cards will evidence grade progression. Public records will be utilized to measure involvement in the criminal justice system.

## 2.3.H – Expected Outcomes

RFP 1553-14558: Violence Prevention, Intervention and Reduction Demonstration Grants (\$100,000)

Barreto Union League Boys & Girls Club

Outcomes specific to each *Formula for Impact* program element:

<b>Program Element</b>	<b>Measure of Successful Outcome</b>
Power Hour	Average 3 hours participation weekly during the school year
Project Learn	Average 3 hours participation weekly during the school year
Summer Brain Gain	Completion of all age-applicable modules
Triple Play Daily Challenges	Weekly participation throughout program year
Triple Play Healthy Habits	Weekly participation throughout program year
SMART Moves	Complete program – Pre-and post-testing required
Youth for Unity	Complete program during the course of the program year
Know Peace	Participate in prep activity and the Know Peace parade

We are confident that developing this level of engagement with these 60 youth and the Barreto Boys & Girls Club community will effectively mitigate the risk that they will be involved in the violence that is so prevalent in our Humboldt Park service area.

### 2.3.I – Planning & Preparation Activities/Organizational Readiness

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Barreto Union League Boys & Girls Club

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If the Barreto Union League Boys & Girls Club is notified that it has been granted the funding for the program proposed in this response our first initiative will be to identify and engage 60 youth from our target population. We are confident that our outreach efforts will be successful in identifying program participants given our long-standing relationships in the community with local schools, neighborhood organizations and families.

Once program participants are identified, it will be the responsibility of Francisco Soto, Program Coordinator to develop an action plan for each youth that is responsive to the youth's school and family schedule while ensuring that all of the *Formula for Impact* program requirements are met by the end of the program year.

Mr. Soto will then coordinate with Academic Instructor Jeremy Murphy, Athletics Director Juan Enriquez and Program Aide Armando Heath to ensure that each understands who the youth are that are participating in the *Formula for Impact* program and how each youth expects to meet the participation requirements. He will also ensure that a membership number has been activated in the KidTrax system for each participating youth so that attendance and program participation and outcomes can be properly recorded and tracked.

With these preparatory steps having being taken, the Barreto Union League Boys & Girls Clubs will be well prepared to deliver the program outcomes described in Section 2.3.H.

## 2.3.L – Qualifications of the Proposer

RFP 1553-14558: Violence Prevention, Intervention and Reduction Demonstration Grants (\$100,000)

Barreto Union League Boys & Girls Club

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The Union League Boys & Girls Clubs have been providing quality programming to at-risk youth in Chicago since our founding in 1919. After 95 years, our mission remains relevant as we continue to furnish at-risk boys and girls a safe place to spend their after-school hours studying, engaged in academic enrichment activities, participating in organized recreational programs and building lifestyle and leadership skills that will serve them for a lifetime.

With 15 full-time employees, 121 part-time employees and the invaluable assistance of 48 program volunteers, our organization currently serves 12,942 youth annually. More than 1,400 attend one of our seven programming sites in Chicago each day. The Barreto Union League Boys & Girls Club is one of two stand-alone clubs we currently operate (along with Club One in Pilsen). We are also chartered by the Boys & Girls Clubs of America to deliver programming through four school-based sites (Wells H.S in West Town, Clemente H.S. in Humboldt Park, Chicago International Charter School in Bucktown, Hammond Elementary School in South Lawndale and Stagg Elementary School in Englewood). In addition, we are in our second year of delivering programming through a chartered Boys & Girls Club at the Cook County Juvenile Temporary Detention Center.

The Barreto Union League Boys & Girls Club has served the Humboldt Park community for more than 40 years. It currently has 5,700 enrolled members; more than 550 attend the facility each day. Over 55% of the Barreto youth (3,175) have been members of their club for more than two years and along with our high average daily attendance is an indication of the high level of engagement between the club's staff, its volunteers and club youth. More than 1,000 of our teen

### 2.3.L – Qualifications of the Proposer

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members attend Barreto at least weekly. Barreto is a significant community resource for youth in Humboldt Park community.

As noted in Section 2.3.D, we propose to build on the success we cultivated among Humboldt Park youth pursuant to our FY14 Violence Prevention Grant from the Cook County Justice Advisory Council. In the FY14 program we served 50 youth clients; only two of whom had involvement with the criminal justice system – fulfilling their probation requirements without incident.

Our collaboration with the Dr. Pedro Albizu Campos High School is another example of the Barreto Club's successful engagement with youth in the community. The Albizu Campos students use our Barreto gym and science lab during school hours. Many choose to come back to the Club from 5:30 – 8:00 p.m. (our hours for teens) as Boys & Girls Club members and youth volunteers. For these youth we are indeed a positive after-school alternative and a safe, positive place that provides a sense of belonging and programming to enrich them.

## 2.3.L – Qualifications of the Proposer

RFP 1553-14558: Violence Prevention, Intervention and Reduction Demonstration Grants (\$100,000)

Barreto Union League Boys & Girls Club

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### **Organization References:**

#### **Federal Bureau of Investigation – Chicago Office**

#### **Relationship: Programming Partner & Resource**

Diane Carbonara, Community Outreach Specialist

2111 W. Roosevelt Rd.

Chicago, IL 60608

[Diane.Carbonara@ic.fbi.gov](mailto:Diane.Carbonara@ic.fbi.gov)

(312) 829-8267

#### **Assistant to the Chief Judge of Cook County**

#### **Relationship: Program Partner**

Dr. Beverly Butler

Assistant to the Chief Judge of Cook County

50 W. Washington St.

Chicago, IL 60602

[beverly.butler@cookcountyil.gov](mailto:beverly.butler@cookcountyil.gov)

(312) 603-5441

#### **Dr. Pedro Albizu Campos High School**

#### **Relationship: Community Partner**

Matthew Rodriguez, Principal

2739 W. Division St.

Chicago, IL 60622

[mattr@pedroalbizucamposhs.org](mailto:mattr@pedroalbizucamposhs.org)

(773) 342-8022

**2.3.M – Key Personnel**

RFP 1553-14558: Violence Prevention, Intervention and Reduction Demonstration Grants (\$100,000)

Barreto Union League Boys & Girls Club

**Mary Ann Mahon Huels, President & CEO, Union League Boys & Girls Clubs**

Ms. Huels is actively involved in the administrative and operational oversight of the Barreto Union League Boys & Girls Clubs on an ongoing basis. Senior Club Director Hector Perez of the Barreto Union League Boys & Girls Club reports to Ms. Huels directly. Ms. Huels’ professional experience:

- 1999 to Present      **Union League Boys & Girls Clubs**  
Executive Director (1999-2013) President & CEO (2013-present)
- 1976 - 1999        **Chicago Boys & Girls Clubs**  
Vice President, Asst. Vice President, Senior Club Director, Club Director

Ms. Huels has a B.S. from the University of Illinois and a Master’s Degree from Roosevelt University. In 2002, she was awarded the Boys & Girls Clubs of America’s Executive of the Year Award. In 2003, she received the organization’s Heart and Soul Award.

**References:**

<p>Fred Paulke, Vice President Boys &amp; Girls Clubs of America 1590 Wilkening Rd. Schaumburg, IL 60173 <a href="mailto:fpaulke@bgca.org">fpaulke@bgca.org</a>      (847) 490-5220</p>	<p>Matthew Rodriguez, Principal Dr. Pedro Albizu Campos High School 2739 W. Division St. Chicago, IL 60622      (773) 342-8022 <a href="mailto:matr@pedroalbizucamposhs.org">matr@pedroalbizucamposhs.org</a></p>
<p>Jennifer Dedes Nowak Manager, Cubs Charities Programs 1060 W. Addison St. Chicago, IL 60613 <a href="mailto:JDedes-Nowak@cubs.com">JDedes-Nowak@cubs.com</a>      (773) 404-4027</p>	

## 2.3.M – Key Personnel

RFP 1553-14558: Violence Prevention, Intervention and Reduction Demonstration Grants (\$100,000)

Barreto Union League Boys & Girls Club

### Hector Perez, Senior Club Director, Barreto Union League Boys & Girls Clubs

Mr. Perez is the individual primarily responsible for the operations, staffing and programming of the Barreto Union League Boys & Girls Club. He will devote 25% of his time to this project.

Mr. Perez' professional experience:

2005 to Present	<b>Barreto Union League Boys &amp; Girls Club</b> Senior Club Director
2002 - 2005	<b>Lafayette Union League Boys &amp; Girls Club</b> Club Director
1984 - 2002	<b>Barreto Union League Boys &amp; Girls Club</b> Program Director, Teen Reach Coordinator, Junior Staff Member

Mr. Perez holds a Bachelor's Degree from Northeastern University. He has served in five Local School Councils and served as President of the Von Humboldt Local School Council.

### References:

Fred Paulke, Vice President Boys & Girls Clubs of America 1590 Wilkening Rd. Schaumburg, IL 60173 <a href="mailto:fpaulke@bgca.org">fpaulke@bgca.org</a> (847) 490-5220	Gordon Kaplan, Executive Director American Camping Assn. – Illinois Section 5 S. Wabash St. – Suite 1406 Chicago, IL 60603 <a href="mailto:gordie@acail.org">gordie@acail.org</a> (312) 332-0833
Jennifer Dedes Nowak Manager, Cubs Charities Programs 1060 W. Addison St. Chicago, IL 60613 <a href="mailto:JDedes-Nowak@cubs.com">JDedes-Nowak@cubs.com</a> (773) 404-4027	

## 2.3.M – Key Personnel

RFP 1553-14558: Violence Prevention, Intervention and Reduction Demonstration Grants (\$100,000)

Barreto Union League Boys & Girls Club

### Armando Heath, Program Aide, Barreto Union League Boys & Girls Clubs

Mr. Heath is primarily responsible for the development and execution of the healthy lifestyles and mentoring programs of the Barreto Union League Boys & Girls Club. Mr. Heath began an internship at Club Two Union League Boys & Girls Clubs back February of 2015 and was hired at Barreto Union League Boys & Girls Club in April. In the short time that he has been working for the club, he has built solid relationships and engaged young people.

Mr. Heath's professional experience:

04/2015 to Present	<b>Barreto Union League Boys &amp; Girls Club</b> Program Aide
06/2014 – 12/2014	<b>Taxi Affiliation Services</b> Taxi Dispatcher
04/2012 – 01/2014	<b>Advance Auto Parts</b> Mobile Parts Pro

Mr. Heath is pursuing his bachelor's degree in Sociology from Northeastern University and is scheduled to graduate in May 2015. He has dedicated over 300 volunteering service hours for the YMCA of Chicago.

### References:

Hector Perez, Senior Club Director Union League Boys & Girls Clubs 65 W. Jackson Chicago, IL 60608 <a href="mailto:h.perez@ulbgc.org">h.perez@ulbgc.org</a> (773) 772-2187	Sheila Bonds, Supervisor (773) 398-5032
Lazaro Flores, YMCA Manager YMCA of America (773) 398-5032	

## 2.3.M – Key Personnel

RFP 1553-14558: Violence Prevention, Intervention and Reduction Demonstration Grants (\$100,000)

Barreto Union League Boys & Girls Club

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### **Jeremy Murphy, Academic Instructor, Barreto Union League Boys & Girls Clubs**

Mr. Murphy, an Alumni and former Youth of the Year (2007) and Scholarship recipient of the Union League Boys & Girls Clubs is responsible to the planning and execution related to all academic programs (except the Science Club) at our Barreto Club. Mr. Murphy is a prominent presence at our Barreto Club and is highly respected by the youth in the Club. He has volunteered to coach other Youth of the Year candidates for competition at state and local speech and interview competitions.

Mr. Murphy's professional experience:

June 2014 to Present      **Barreto Union League Boys & Girls Club**  
Academic Instructor

February 2013 to November 2013      **United Postal Service**  
Mail Clerk & Carrier

Mr. Murphy attended three years at Wisconsin Lutheran College and is currently at Wright College, majoring in Social Work and Psychology.

### **References:**

Hector Perez, Senior Club Director Union League Boys & Girls Clubs 65 W. Jackson Chicago, IL 60608 <a href="mailto:h.perez@ulbgc.org">h.perez@ulbgc.org</a> (773) 772-2187	
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## 2.3.M – Key Personnel

RFP 1553-14558: Violence Prevention, Intervention and Reduction Demonstration Grants (\$100,000)

Barreto Union League Boys & Girls Club

### **Juan Enriquez, Athletic Director, Barreto Union League Boys & Girls Clubs**

Mr. Enriquez has been employed by the Union League Boys & Girls Clubs since 2008 and fills the position of Athletic Director at our Barreto Boys & Girls Club. Mr. Enriquez coordinates all indoor and outdoor sports programs and sports-related events and activities.

Mr. Enriquez' professional experience:

September 2008 to Present      **Barreto Union League Boys & Girls Club**  
Athletic Director

July 2011 to February 2013      **Sullivan High School**  
Football and Wrestling Coach Assistant

Mr. Enriquez has a certification in ASEP (First Aid and Knowledge of Coaching) 2013. He serves as a volunteer in the Reviving Baseball for the Inner-City Program (RBI-ULBGC), as a Basketball Coach at Harrison Park, in the Feed the Homeless Program and taking in the Future Graduates to College Campuses program.

### **References:**

Hector Perez, Senior Club Director Union League Boys & Girls Clubs 65 W. Jackson Chicago, IL 60608 <a href="mailto:h.perez@ulbgc.org">h.perez@ulbgc.org</a> (773) 772-2187	
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## 2.3.M – Key Personnel

RFP 1553-14558: Violence Prevention, Intervention and Reduction Demonstration Grants (\$100,000)

Barreto Union League Boys & Girls Club

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### **Francisco Soto, Coordinator, Barreto Union League Boys & Girls Clubs**

Mr. Soto is responsible for the development, implementation, supervision, and evaluation of youth and their daily programming. He oversees the after-school program for staff and volunteers. Mr. Soto reports directly to Hector Perez, Senior Club Director.

Mr. Soto's professional experience:

02/2015 - Present	<b>Barreto Union League Boys &amp; Girls Club</b> Coordinator
12/2013 – 02/2015	<b>Union League Boys &amp; Girls Club – Club Two</b> Program Coordinator
02/2012 – Present	<b>Staples</b> Computer Technician

Mr. Soto is currently enrolled at Northeastern University. He is majoring in Social Work.

### **References:**

Hector Perez, Senior Club Director Union League Boys & Girls Clubs 65 W. Jackson Chicago, IL 60608 <a href="mailto:h.perez@ulbgc.org">h.perez@ulbgc.org</a> (773) 772-2187	
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## 2.3.N – Sub-contracting or Teaming

RFP 1553-14558: Violence Prevention, Intervention and Reduction Demonstration Grants (\$100,000)

Barreto Union League Boys & Girls Club

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The Barreto Union League Boys & Girls Clubs will not be relying upon subcontractors for any of the work associated with the violence prevention program contemplated herein.

However, we have a long and successful history of collaborating with other organizations and resources in the Humboldt Park community for purposes of attracting youth to our programming and supplementing our corps of volunteers and mentors. We expect to continue to collaborate with the following “teammates”:

- Dr. Pedro Albizu Campos High School
- Roberto Clemente High School
- Chicago Police Department – 14<sup>th</sup> District
- U.S. Department of Homeland Security
- FBI
- National Runaway Program
- BUILD
- Chopin, De Diego and Erie Elementary Schools

**EXHIBIT 2**

**Schedule of Compensation**







**Appendix II - Budget Justification Form (Budget Narrative)**

**Personnel**

Narrative Justification: Enter a description of the personnel and fringe benefit funds requested and how their use will support the purpose and goals of your proposal. If your proposal includes partner organizations, please briefly explain each organizations role, amount of grant funding to be dispersed to each organization and how each organization will be held accountable to the terms of the grant as outlined by the proposal.

Mr. Perez, the Barreto Club's Senior Director, would be the individual primarily responsible for ensuring the deliverables required of the contract are met. As Mr. Perez' direct reports, Mr. Soto will coordinate the day-to-day management of the contract deliverables and Mr. Murphy, Mr. Enriquez and Mr. Heath will coordinate the delivery of program elements to participating youth. Benefits include payroll taxes related to salaries and wages.

**Contract/Consultant**

Narrative Justification: Enter a description of the contract services and/or consultants funds requested and how their use will support the purpose and goals of your proposal. Please briefly include the qualifications of each contractor service provider and/or consultant.

N/A

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**Equipment**

Narrative Justification: Enter a description of the equipment and how its purchase will support the purpose and goals of this proposal.

N/A

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**Materials and Supplies**

Narrative Justification: Enter a description of the Materials and Supplies requested and how their purchase will support the purpose and goals of this proposal.

The program supplies contemplated in the budget relate to printed materials and youth project materials and supplies supporting the program elements. The office supplies would include copying costs and school supplies directly related to the program elements.

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**Printing**

Narrative Justification: Enter a description of Printing requested and how their purchase will support the purpose and goals of this proposal.

N/A

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**Other Direct Costs**

Narrative Justification: Enter a description of each item and how their use will support the purpose and goals of this proposal.

Travel costs include the round-trip expense of four buses to transport youth to a violence awareness/leadership skills development retreat (Youth for Unity) at our Boys & Girls Club Camp in Salem, WI. Meal expense would be related to the cost of meals provided at the aforementioned retreat during the three-day session.

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**Indirect Costs**

Narrative Justification: Enter a description of each item and how their purchase will support the purpose and goals of this proposal.

N/A

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**Sustainability**

**Narrative Justification:** Enter a description of how the applicant organization has entertained the question of sustainability beyond the V funds (if awarded). Please describe how you intend to continue the program operations after the grant ends.

**The Union League Boys & Girls Clubs would intend to sustain program operations after the grant contemplated hereunder would end by attracting financial support from individual, corporate and private foundation sources. As of December 31, 2014, these sources provided approximately \$2,900,000 (65%) of the \$4,518,000 cost of programming and supporting services for our organization. We have a Resource Development function within our organization who works with our Board of Trustees to attract new funding sources to our mission.**

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**EXHIBIT 3**

**Evidence of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: GR

DATE (MM/DD/YYYY)

01/06/2016

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

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

<b>PRODUCER</b> Critchell-Miller & Petrus, Inc. 188 Industrial Dr. # 238 Elmhurst, IL 60126 Mark T. Petrus, CIC	<b>CONTACT NAME:</b> _____		
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____	
<b>E-MAIL ADDRESS:</b> _____			
<b>PRODUCER CUSTOMER ID #:</b> UNION-1			
<b>INSURED</b> Union League Boys & Girls Club Attn: Mary Ann Mahon-Huels 65 W. Jackson Chicago, IL 60604	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A :</b> West Bend Insurance		15350
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	NSD2084717	04/30/2015	04/30/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS		NSD2084717	04/30/2015	04/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$
A	<input checked="" type="checkbox"/> HIRED AUTOS		NSD2084717	04/30/2015	04/30/2016	PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS		NSD2084717	04/30/2015	04/30/2016	Comp Ded \$ 500 Coll Ded \$ 500
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$		NUD2084718	04/30/2015	04/30/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	A032940	04/30/2015	04/30/2016	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: Contract No. 1553-14558B Additional Insured as required by written contract: Cook County, its officials, employees and agents.

**CERTIFICATE HOLDER**

COOKCTY

COOK COUNTY  
 CHIEF PROCUREMENT OFFICER  
 118 N. CLARK STREET, ROOM 1018  
 CHICAGO, IL 60602-1304

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  


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EXHIBIT 4

Identification of Subcontractor/Supplier/Subconsultant Form

**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>	
<input type="radio"/> Disqualification	
<input type="radio"/> Check Complete	

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: <b>1553-14558B</b>	Date: <b>1/7/2016</b>
Total Bid or Proposal Amount: <b>*100,000.00</b>	Contract Title: <b>VIOLENCE PREVENTION, INTERVENTION AND REDUCTION DEMONSTRATION GRANTS</b>
Contractor: <b>UNION LEAGUE BOYS + GIRLS CLUBS</b>	Subcontractor/Supplier/ Subconsultant to be added or substitute: <b>"NOT APPLICABLE"</b>
Authorized Contact for Contractor: <b>MARY ANN MAHON HUELS</b>	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor): <b>M.HUELS@VLBGC.ORG</b>	Email Address (Subcontractor):
Company Address (Contractor): <b>65 W. JACKSON BLVD.</b>	Company Address (Subcontractor):
City, State and Zip (Contractor): <b>CHICAGO, IL 60604</b>	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor): <b>(312) 435-5940</b>	Telephone and Fax (Subcontractor):
Estimated Start and Completion Dates (Contractor): <b>10/1/2015 to 9/30/2016</b>	Estimated Start and Completion Dates (Subcontractor):

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor **UNION LEAGUE BOYS + GIRLS CLUBS**

---

Name **MARY ANN MAHON HUELS, PRESIDENT } CEO**

---

Title **[Signature]**

---

Prime Contractor Signature **[Signature]** Date **1/7/2016**

**EXHIBIT 5**

**MBE/WBE Utilization Plan**

**CONTRACT NO. 1553-14558B**

**Vendor: Union League Boys and Girls Clubs**

Per the attached correspondence, the Office of Contract Compliance assigned a 0% MBE/WBE subcontracting goal to the above-mentioned contract as stated in Section GC-19, Minority and Women Business Enterprises, Cook County Ordinance Chapter 34, Division 8, Section 34-260 to Section 34-300, herein.

**From:** [Aleatha Easley \(Contract Compliance\)](#)  
**To:** [Kevin Casey \(Procurement\)](#)  
**Subject:** RE: M/WBE goals for Violence Prevention Grants  
**Date:** Monday, March 30, 2015 10:13:02 AM

---

Hello Kevin,

After reviewing the provided contract scope, and review of the previous contract's historical data, the Office of Contract Compliance recommends the MBE/WBE goals for RFP Contract No. 1553-14558 for Violence Prevention, Intervention and Reduction Demonstration Grants in the amount of \$100,000 be set at 0% MBE/WBE participation.



**Cook County Office of Contract Compliance**  
Aleatha Easley | Compliance Officer | 312-603-5504

---

**From:** Kevin Casey (Procurement)  
**Sent:** Thursday, March 19, 2015 3:09 PM  
**To:** Aleatha Easley (Contract Compliance)  
**Subject:** M/WBE goals for Violence Prevention Grants

Hi Aleatha,

I have the three final Violence Prevention Grants ready to go.

Can you give the M/WBE goals for them?

Thanks!

Sincerely,

**Kevin B. Casey, CPPB**

Office of the Chief Procurement Officer

118 North Clark Street, Room 1018

Chicago, Illinois 60602

312 603-6830 ph.

312 603-3179 fax

**EXHIBIT 6**

**Economic Disclosure Statement Forms**

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

<b>Section</b>	<b>Description</b>	<b>Pages</b>
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 [cookcountylil.gov/ethics-board-of](http://cookcountylil.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](http://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](http://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

NONE

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? (501(C)(3))

Yes:  No:

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

(A) 65 N. JACKSON BLVD, CHICAGO (OFFICE) (B) 1214 N. WASHINGTON,  
CHICAGO 60622 (C) 2157 W. 19<sup>TH</sup> ST., CHICAGO 60608

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): 16-01-230-014-0000      16-01-230-035-0000  
16-01-230-015-0000      17-19-312-001-0000  
16-01-230-016-0000      17-19-312-002-0000  
(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:

N/A

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the 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  Applicant or  Stock/Beneficial Interest Holder

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name UNION LEAGUE BOYS & GIRLS CLUBS

D/B/A: \_\_\_\_\_ FEIN NO.: 36-2167939

Street Address: 65 W. JACKSON BLVD.

City: CHICAGO State: IL Zip Code: 60604

Phone No.: (312) 435-5940 Fax Number: (312) 692-2329 Email: M.HUELS@ULBGC.ORG

Cook County Business Registration Number: \_\_\_\_\_  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

**Form of Legal Entity:**

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	NONE	

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	NONE	

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
N/A	NONE		

**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
PLEASE REFER TO FOLLOWING PAGE (EDS-7A)			

**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.

**Union League Boys & Girls Clubs  
2015-16 Officers**

<b>Officer Name</b>	<b>Address</b>	<b>Title</b>	<b>Term of Office</b>
Terry R. Hendrickson	65 W. Jackson Blvd.; Chicago, IL 60604	Board President	Thru May, 2016
Nancy A. Ross	65 W. Jackson Blvd.; Chicago, IL 60604	1st Vice President	Thru May, 2016
Craig A. Labus	65 W. Jackson Blvd.; Chicago, IL 60604	2nd Vice President	Thru May, 2016
Timothy J. Cunningham	65 W. Jackson Blvd.; Chicago, IL 60604	Treasurer	Thru May, 2016
Michael R. Ward	65 W. Jackson Blvd.; Chicago, IL 60604	Assistant Treasurer	Thru May, 2016
John F. Lemker	65 W. Jackson Blvd.; Chicago, IL 60604	Secretary	Thru May, 2016
Cynthia L. Dolougherty	65 W. Jackson Blvd.; Chicago, IL 60604	Assistant Secretary	Thru May, 2016
Stephen J. Schlegel	65 W. Jackson Blvd.; Chicago, IL 60604	General Counsel	Thru May, 2016

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

MARY ANN MAHON HUELS

PRESIDENT + CEO

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

Title

*[Handwritten Signature]*

1/7/2016

Signature

Date

M. HUELS @ ULBGC.ORG

(312) 435-5940

E-mail address

Phone Number

Subscribed to and sworn before me  
this 7 day of Jan, 2016

My commission expires:

x *Marina Siragusa*  
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: UNION LEAGUE BOYS & GIRLS CLUBS

Address of Person Doing Business with the County: 65 W. JACKSON BLVD.; CHICAGO, IL 60604

Phone number of Person Doing Business with the County: (312) 435-5940

Email address of Person Doing Business with the County: M.HVELS@ULBGC.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:

MARY ANN MAHON HVELS, PRESIDENT & CEO (SAME CONTACT INFO. AS ABOVE)

**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 preceding 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: \_\_\_\_\_

1553-14558 B

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 100,000.00

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: \_\_\_\_\_

JUSTICE ADVISORY COUNCIL OF COOK COUNTY; LANETTA HAYNES TURNER

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: \_\_\_\_\_

JUSTICE ADVISORY COUNCIL OF COOK COUNTY; LANETTA HAYNES TURNER

**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*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*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*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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*
---	--	--	----------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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*
--	--	--	----------------------------------

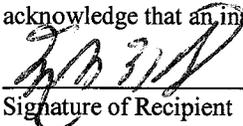
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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*
--	--	--	----------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*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.

  
 \_\_\_\_\_  
 Signature of Recipient

1/7/2016  
 \_\_\_\_\_  
 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: 1553 - 14558 B

County Using Agency (requesting Procurement): JUSTICE ADVISORY COUNCIL OF COOK COUNTY

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): UNION LEAGUE BOYS + GIRLS CLUBS

Substantial Owner Complete Name:

FEIN# 36-2167939

Date of Birth: -

E-mail address: M.HUELS@ULBGC.ORG

Street Address: 65 W. JACKSON BLVD.

City: CHICAGO

State: IL Zip: 60604

Home Phone: (312) 435-5940

Driver's License No: -

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: [Handwritten Signature] Date: 1/7/2016

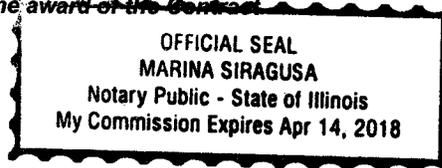
Name of Person signing (Print): MARY ANN HANON HVELS Title: PRESIDENT + CEO

Subscribed and sworn to before me this 7 day of January, 2016

X [Handwritten Signature]  
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 **TERRY R. HENDRICKSON, PRESIDENT**

UNION LEAGUE BOYS + GIRLS CLUBS

Corporation's Name

(312) 435-5940

Telephone

*John T. Imbr*

Secretary Signature

*Terry R. Hendrickson*

President's Printed Name and Signature

M.HUELS@ULBGC.ORG

Email

1/7/2016

Date

Execution by LLC

\_\_\_\_\_  
LLC Name

\_\_\_\_\_  
\*Member/Manager Printed Name and Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone and Email

Execution by Partnership/Joint Venture

\_\_\_\_\_  
Partnership/Joint Venture Name

\_\_\_\_\_  
\*Partner/Joint Venturer Printed Name and Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone and Email

Execution by Sole Proprietorship

\_\_\_\_\_  
Printed Name and Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

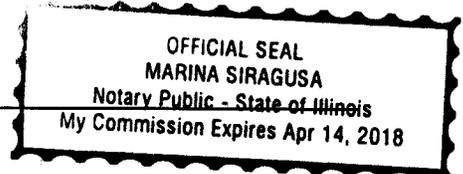
Subscribed and sworn to before me this

7 day of Jan, 2016

*Marina Siragusa*  
Notary Public Signature

My commission expires:

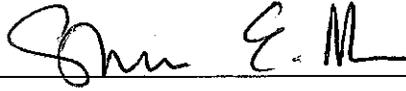
\_\_\_\_\_  
Notary Seal



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 16 DAY OF February, 2016

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

1553-14558B

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 100,000.00

(DOLLARS AND CENTS)

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

APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS

FEB 10 2016

APPROVED AS TO FORM:

**NOT REQUIRED**

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

\_\_\_\_\_  
Date