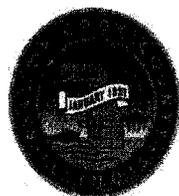


PROFESSIONAL SERVICES AGREEMENT

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

BETWEEN



COOK COUNTY GOVERNMENT

JUSTICE ADVISORY COUNCIL OF COOK COUNTY

AND

BOYS AND GIRLS CLUBS OF METROPOLITAN CHICAGO

CONTRACT NO. 1553-14558G

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS**

FEB 10 2016

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

TERMS AND CONDITIONS	1
ARTICLE 1) INCORPORATION OF BACKGROUND	1
ARTICLE 2) DEFINITIONS	1
a) Definitions.....	1
b) Interpretation.....	2
c) Incorporation of Exhibits	3
ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT.....	3
a) Scope of Services.....	3
b) Deliverables.....	3
c) Standard of Performance	4
d) Personnel.....	4
e) Minority and Owned Women's Business Enterprises Commitment.....	5
f) Insurance.....	6
g) Indemnification.....	8
h) Confidentiality and Ownership of Documents	9
i) Patents, Copyrights and Licenses	9
j) Examination of Records and Audits.....	10
k) Subcontracting or Assignment of Contract or Contract Funds.....	11
ARTICLE 4) TERM OF PERFORMANCE.....	12
a) Term of Performance	12
b) Timeliness of Performance	13
c) Agreement Extension Option.....	13
ARTICLE 5) COMPENSATION	13
a) Basis of Payment.....	13
b) Method of Payment	13
c) Funding	14
d) Non-Appropriation	14
e) Taxes.....	15
f) Price Reduction.....	15
g) Consultant Credits.....	15
ARTICLE 6) DISPUTES.....	15
ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE.....	16
WITH ALL LAWS.....	16
ARTICLE 8) SPECIAL CONDITIONS.....	16
a) Warranties and Representations.....	16
b) Ethics.....	17
c) Joint and Several Liability	17
d) Business Documents.....	18
e) Conflicts of Interest	18
f) Non-Liability of Public Officials	19
ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION.....	19
AND RIGHT TO OFFSET	19

a) Events of Default Defined	19
b) Remedies.....	20
c) Early Termination.....	22
d) Suspension.....	23
e) Right to Offset.....	23
f) Delays.....	23
g) Prepaid Fees.....	24
ARTICLE 10) GENERAL CONDITIONS	24
a) Entire Agreement.....	24
b) Counterparts.....	25
c) Contract Amendments	25
d) Governing Law and Jurisdiction.....	26
e) Severability.....	26
f) Assigns.....	26
g) Cooperation.....	26
h) Waiver.....	26
i) Independent Consultant.....	27
j) Governmental Joint Purchasing Agreement.....	27
ARTICLE 11) NOTICES	28
ARTICLE 12) AUTHORITY	29

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 Boys and Girls Clubs of Metropolitan Chicago, 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: Boys and Girls Clubs of Metropolitan Chicago
550 West Van Buren, Suite 350
Chicago, Illinois 60607
Attention: James G. Keene, Presidentt

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



**BOYS & GIRLS CLUBS
OF CHICAGO**

May 4, 2015

Office of the Chief Procurement Officer
Ms. Shannon E. Andrews
118 North Clark St., Room 1018
Chicago, IL 60602

Dear Ms. Andrews:

In answer to the Request For Proposal by Cook County towards its Violence Prevention Intervention and Reduction Grant, Boys & Girls Clubs of Chicago (BGCC) respectfully submits this application for the "South Suburban SMART Youth" program with the goals to help 60 youth (1) improve conflict resolution skills, (2) make positive and informed choices, (3) provide active listening and communication and (3) use key resources when in need of support. This combined effort will help reduce violence in youth and in their communities. BGCC encourages Cook County to assist, through this funding initiative, the organization's constant efforts to strengthen its daily mentoring programs for children ages 6 to 18 in three townships.

Given the successful track record of the current programming in these communities, BGCC requests \$100,000 to serve youth at risk for violence in three communities that experience high rates of violence, substance abuse, and poverty, and have high needs for academic achievement and mentorship. We are partnering with the Housing Authority of Cook County facilities in Ford Heights (Vera Yates), Robbins (Richard Flowers Homes), and Chicago Heights (Bergen/Mackler/Sunrise), expanding our reach from the Ford Heights Boys & Girls Club. With your support, we will be able to provide high quality proven adult mentoring and guidance from 10/1/15 – 11/30/16 and report on outcomes in a rigorous accurate and timely manner.

Through the Street SMART and SMART Moves curricular programs, youth will learn to combat the dangers of gang and street life and to excel in school, the community, and throughout their adult lives. Our expert team of field staff includes Club Manager Robert Barnes, overseeing the Program Instructors and Program Aids. This team will be supervised by the BGCC Director of Club Operations and Partnerships, Andres Alvear, overseen by Vice President of Youth Development Alicia Vega, who reports to James G. Keane, President and CEO.

We look forward to your consideration of supporting our continued investment in the youth we serve.

Respectfully,

JK
ML
James G. Keane
President and CEO

- OFFICERS**
- Honorable Rahm Emanuel
Honorary
- Todd M. Hamilton
Chairperson
- Thomas E. Bergmann
Vice Chair
- Renée S. Crown
Vice Chair
- Joseph M. Ferraro
Vice Chair, Assistant Treasurer
- Jacqueline Ferro
Vice Chair
- Bartlett J. McCartin III
Vice Chair
- David P. Scharf
Vice Chair
- John J. Naughton
Treasurer
- Matt D. Basil
Secretary
- Douglas C. Gessner
Assistant Secretary
- Michael L. Boykins
Legal Counsel
- James G. Keane
President and CEO

- BOARD OF DIRECTORS**
- Gregory J. Besio
- Michael Bonds
- Kevin Boyle
- Jason M. Bradford
- Patrick M. Brady
- Ben A. Buettell
- Julie A. Christopher
- Wendy L. Chronister
- Donna Bunch Coaxum
- Kristin Coleman
- Christina M. Corley
- Michael W. Coyne
- Jay P. Dahlin
- William R. Daley
- Michael F. DeSantiago
- James Firth
- David H. Fleisch
- Robert W. Frenzel
- Susan G. Gallagher
- Linda Gantz
- John P. Garvey
- Manon K. Gross
- Tasha Harris
- James Hart
- Bruce Hawver
- William T. Huffman
- Kiera Hynninen
- Stacy R. Janek
- Eileen A. Kamenick
- J. Christian Kirtley
- Cathy Lazaroff
- Greg A. Lee
- William R. Madden
- Christopher J. McCormick
- John E. McGovern, III
- Richard E. Meyers
- John H. Muehlstein
- D. Michael Murray
- Patty Olsen
- Kimberly Parks
- Anne Patel
- Tracey Patterson
- Jeffery S. Perry
- J. Todd Phillips
- Audré H. Pierce
- Allyson Pooley
- David "Duke" Reyes
- Emily Reynolds
- Craig C. Richard
- Daniel Ruiz
- Brittney B. Saks
- Stacey R. Sather
- John P. Savas
- Martin Schneider
- Michael L. Thompson
- Beth White
- Robert J. Wild

- TRUSTEES**
- Frank W. Considine
- Lester Crown
- Ronald J. Gidwitz
- Craig C. Martin
- Andrew J. McKenna
- James J. O'Connor
- Jerry K. Pearlman
- Patrick G. Ryan

Section C: Agency Description (2 page maximum)

As an anchor in communities across Chicago, Boys & Girls Clubs of Chicago (BGCC) has provided services for more than 113 years. BGCC's mission is *to enable all young people, especially those who need us most, to reach their full potential as productive, caring, and responsible citizens*. With 21 locations (an increase of 3 from last year) serving over 1,700 youth daily, BGCC focuses its efforts on Chicago's most economically challenged neighborhoods and most disadvantaged families. We provide young people ages 6 to 18 with a stable, safe, and stimulating environment, offering local, neighborhood-based solutions that are distinguished by a unique national-vetted framework of programs (including evidence-based Project Learn) as a part of the Boys & Girls Clubs of America's (BGCA). We actualize our mission by removing barriers that prohibit youth from reaching their full potential, such as low-income status, exposure to violence, basic skill deficiencies, little or no work experience, high school drop-outs, substance abuse, homelessness, and pregnant or parenting.

To make sure that all of our members have great futures, BGCC uses the **Formula for Impact**, a research-based theory of change that describes how providing the comprehensive programs of the "Club experience" increases our impact *exponentially* so that youth (1) graduate from high school ready for college, trade school, military or employment; (2) adopt a healthy diet, practice healthy lifestyle choices, and make a lifelong commitment to fitness; and (3) become involved in their communities as engaged citizens registered to vote and model strong character. To achieve these outcomes, we offer over 40 age-appropriate programs across our clubs. Programs includes mentorship, academic tutoring, access to technology, financial literacy, health and life skills, conflict resolution, physical exercise, nutrition education, arts, and culture. Across all clubs in the current JAC-funded project, we successfully implemented the gender-based SMART Girls and Passport to Manhood mentorship and conflict-resolution programs.

The following table shows our reach in the current 2014 Violence Prevention Intervention and Reduction (VPIR) Demonstration Grant at each of the three Housing Authority of Cook County partner program sites in Robbins, Chicago Heights, and Ford Heights.

2014	# youth served	% female	% male	% African American	% Latino	% White	% Other
	105	50.5	49.5	98.0	0%	0%	2%
	Grade level:	% elementary	% middle	% high school			
		73.0	24.5	2.5			
	Household:	% single parent	% 2-parent	% grandparent	% other		
		76.5	6.75	4.5	12.3		

At the Ford Heights Club, including youth served at these 3 sites, the Average Daily Attendance (ADA) achieved was 72, with almost a third (28%) being highly engaged members (attending an average of 2 days per week). BGCC contracted to serve 60 youth for 2014's VPIR Project, and, according to the second-quarter report submitted last month, we have reached 105 (though 19 have completed the program). We are on track for exceeding our goals with the approximately 15-20 youth who attend at each site daily.

Additional data presented here highlights the successes BGCC has had with mentoring and violence prevention programming with the support of long-term partnerships with community organizations and the Ford Heights School District. According to the BGCC's National Youth Outcomes Initiative (NYOI) survey, 93% of BGCC's members report being on-time for grade progression. Evaluations of Street SMART, one of the interventions chosen for the proposed project, show youth outcomes of (1) being supported in making healthy decisions, (2) avoiding negative behaviors and gang activity, and (3) building communication skills by providing space to develop productive relationships with other youth and elder mentors. Because of this commitment to advancing evidence-informed violence prevention work, BGCC's continued work is a vital next step to successful violence prevention outcomes.

Section D: Executive Summary & Agency Organization Chart (2 page maximum)

The "South Suburban SMART Youth" program is proposed here with the goals to help 60 youth continue services to three sites located near our existing Ford Heights Club in far South Suburban Cook County. We are partnering with the Housing Authority of Cook County (HACC) facilities in Ford Heights (Vera Yates Homes), Robbins (Richard Flowers Homes), and Chicago Heights (John Mackler Homes), expanding our reach from the Ford Heights Boys & Girls Club. These communities experience high rates of violence, substance abuse, and poverty, and high needs for academic achievement, mentorship, and one-on-one programming. This combined effort will help reduce violence among youth and in their communities.

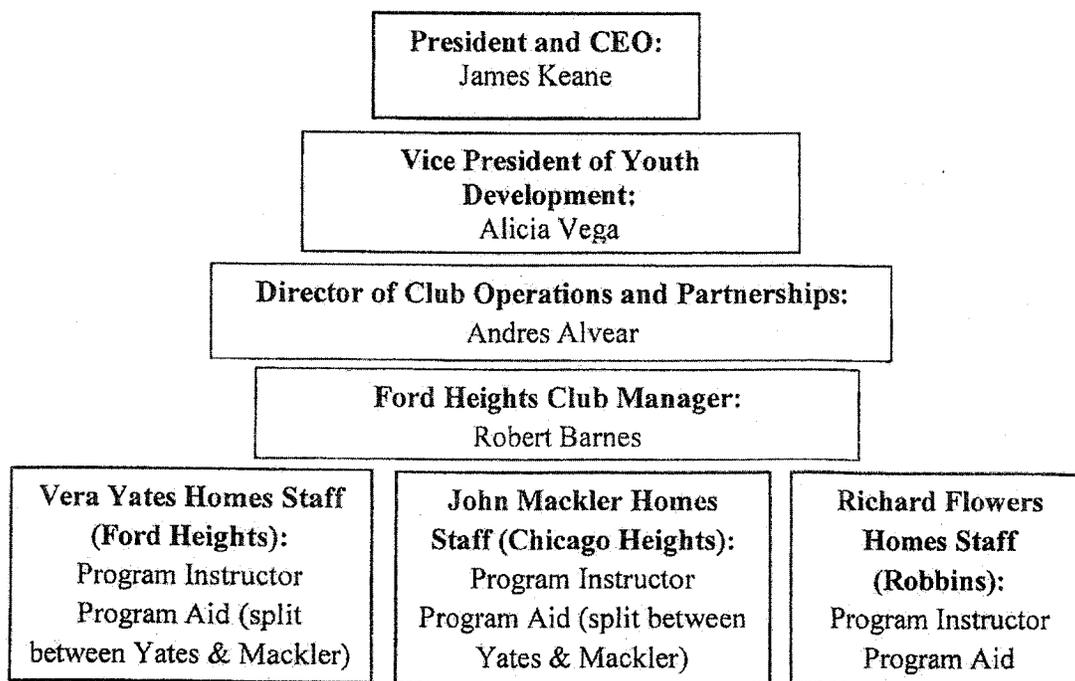
Measuring and implementing a combined approach of three evidence-based and evidence informed programs will help achieve program goals, with the potential to scale this model to other sites. Through the Street SMART (11 and older) and SMART Moves (6-10 year olds) small group-based curricular programs, youth will learn to combat the dangers of gang and street life and to excel in school, the community, and throughout their adult lives. This project will also provide mentoring programs including educational Project Learn/Power Hour, an evidenced-based BGCA program that includes homework help and high-yield learning activities. Triple Play/Health Habits, which includes physical fitness and nutrition education, will also be a part of the program.

The overall goal of this project is to reduce the likelihood of youth becoming involved in violence by engaging them into safe, comprehensive programming that supports their social emotional learning, teaches conflict resolution skills, and ultimately reduces negative behaviors. Outcomes include both process and outcome objectives that relate to safety, conflict resolution skill level, and educational achievement goals. We expect that (1) 75% will improve conflict resolution skills, (2) 75% will make positive and informed choices, (3) 75% will improve active

listening and communication, and (4) 75% will use key resources when in need of support, (5) 75% will feel safer, (6) 70% will feel connected to adults, (7) 75% will report expecting to graduate from high school and attend college, and (8) 70% will achieve a GPA of 2.0 or higher.

BGCC is fully committed to the existing services provided in the townships of Ford Heights, Robbins, and Chicago Heights in South Suburban Cook County. This grant request would be of significant assistance in continuing the gains made in the past year's programming in existing mentoring relationships. Expanded services would hone in more on violence prevention outcomes while ensuring our mentor-to-youth ratio remains low (around 1:20), that we maintain high program quality, and that the safety of our members is not compromised.

Our expert team of field staff includes Club Manager Robert Barnes, overseeing the Program Instructors and Program Aids. This team will be supervised by the BGCC Director of Club Operations and Partnerships, Andres Alvear, overseen by Vice President of Youth Development Alicia Vega, who reports to James G. Keane, President and CEO. See the organizational chart below for the reporting structure and roles.



Section E: Description of Problem (2 page maximum)

An epidemic of violence affects every aspect of civic life in Cook County, including the health care system, courts and corrections systems. Through this funding initiative, BGCC seeks to deepen the impact of its comprehensive daily mentoring programs for youth in three Housing Authority of Cook County (HACC) facilities to address the high instances of poverty, dropout rates, suspensions due to conflict, drug abuse, gang activity and violent crime.

The proposed project focuses on de-escalating conflict and preventing youth from engaging in interpersonal violence at school, at home, and in the community. The Center for Civil Rights Remedies reports that almost a third (31.8%) of the 110 Black/African American males in the Ford Heights School District 169 and more than one in 10 females (11.1%) have a suspension history; in the Posen-Robbins District 143-5, these numbers are 13/7% for males and 2.2% for females (2012). The Illinois State Board of Education reports that in Chicago Heights, 44 Black/African-American students were suspended, and 27 Latino students were suspended (2014). Most suspensions are related to conduct and behavioral problems including in-school fighting between students and between students and teachers.

Social emotional learning programs are shown in the literature to be well-established in preventing school violence, aggression, and conduct problems; improving character development; and improving school behavior. Significant findings from published research include reductions in aggression and disruptive behavior (Greenberg et al., 2004), decreases in antisocial behavior and increases in socially competent behavior (Battistich, 2003; Frey, Nolen, Van Schoiack-Edstrom, & Hirschstein, 2005), and less bullying and argumentative behavior (Frey, Hirschstein, et al., 2005). Social emotional learning is a key component of SMART

Moves, Street SMART, the mentoring aspects of Project Learn/Power hour, Triple Play, and the comprehensive and positive youth development programs overall at BGCC.

The target service areas are Ford Heights, Chicago Heights, and Robbins villages, where there are some of the highest percentages of low- and moderate-income households in Cook County. Ford Heights does not have a police department, and is only minimally patrolled by Cook County Sheriff's office, and without law enforcement presence, the impact is seen in high rates of violence. In 2014, Ford Heights ranked on an index list of "Top 101 cities with the highest of the following types of crime per 10,000 residents": #2 in overall crime, #2 in robberies, #5 in auto thefts, #6 in arson, #23 in rapes, and #30 in burglaries (Citydata.com). The impact of conflict and discipline problems in the school setting spills over into young people's family and community life. Conflict begets conflict, which can progressively worsen over time and lead to these more violent crimes.

Through lack of funding, lack of resources, lack of structure, lack of support, and lack of employment opportunities, youth in these communities find themselves increasingly at-risk for engaging in violent activities, including physical fights at school and on the streets, drug use, and crime. BGCC staves off these negative consequences for youth through comprehensive programs geared towards conflict-resolution education, self-esteem building, civic engagement, healthy lifestyles, and responsible decision making. Without the supports like those that BGCC provides, youth in these schools are at risk for falling into the school-to-prison pipeline. The proposed SMART Moves and Street SMART programs help guide youth into making informed responsible decisions to de-escalate conflicts and avoid fights, crime, and other infractions that would likely lead to a criminal record. Instead, at BGCC, youth are kept safe from the dangers of this violence by being in our facilities and learning the tools necessary to live productive lives.

Section F: Description of Target Population (2 page maximum)

This proposal will serve 60 youth at risk for violence in three communities that experience high rates of violence, substance abuse, and poverty, and have high needs for academic achievement, mentorship, and one-on-one programming. We have extensive experience with the Ford Heights and have provided services to youth who are residents of HACC facilities in Ford Heights (Vera Yates Homes), Robbins (Richard Flowers Homes), and Chicago Heights (Mackler Homes). Through this project, these 60 youth will gain quality afterschool programming led by caring and well trained adult professionals where few other afterschool options exist; our current Ford Heights Club at the Tidye A. Phillips Elementary School (1401 E. 13th Pl., 60411) has a waiting list of 25 youth for existing programming.

The table in Section C above presents specific demographic information about the youth already served by the existing VPIR Demonstration Project, and we expect to serve a similar demographic in the proposed project. For reference, the data below give a picture of the composition and risk factors in Ford Heights, Chicago Heights, and Robbins (US Census, 2013).

	Ford Heights	Chicago Heights	Robbins
Population	2,763	30,423	4,716
Race/Ethnicity:			
White	1.4%	38.0%	6.8%
Black/African	95.4%	41.5%	93.0%
Hispanic	1.5%	33.9%	0.2%
Asian	0.1%	0.4%	0.0%
Other	1.6%	19.5%	0.0%
Single female householder families	24.3%	55.7%	47.8%
% Youth under 18	36.3%	21.7%	18.5%
Median household income	\$21,075	\$43,102	\$21,875
% Below poverty	46.7%	29.0%	29.7%
% Youth below poverty	70.0%	42.4%	47.4%
Unemployment rate	33.8%	17.8%	33.3%
% College graduates or higher	6.7%	14.2%	11.7%
Owner-occupied housing	43.4%	61.4%	48.9%
Vacant housing	15.3%	13.3%	14.7%

In Medgar Evers and Cottage Grove schools, 94.0% and 98.0% of the students qualify for free/reduced lunches, respectively. At the club level, more than three out of five (68.1%) Ford Heights Club members report living in single parent homes. Almost nine out of ten (88.2%) Club members report an annual household income of \$28,000 or below.

The data presented above show significant risk factors of the target population, including poverty, community violence, a high percentage of single parent households with little to no supervision, a high percentage of unemployment, a high vacant housing rate, and low median household income, which combined create the perfect storm for increased violence. Scarcity of resources promotes higher stress levels, which predisposes a community to a higher incidence of violence. In addition, institutionalized racism, discrimination, and historical inequalities have impacted these communities and stacked the odds against them. For example, historically high incarceration rates takes men out of homes and unavailable to be role models for their children (The College Board, 2010). This highlights a need for more minority mentors for youth of color. BGCC in general, and this proposed project in particular, offers youth in these communities an opportunity to break this cycle with time-tested programs, long standing positive mentoring relationships, conflict resolution, and life skills that can help them succeed.

According to HACC, there are approximately 240 youth between the three facilities in the age range BGCC can serve. Through close partnerships with staff at the three sites, we have been able to successfully engage 105 youth into our existing program. We will continue these relationships even stronger in the proposed project, in particular by drawing on project staff who were also residents and former volunteers within their housing community at Richard Flowers Homes in Robbins. Having experienced staff that know the population well and understand their needs is one of the strongest forms of engagement and retention that this program can offer.

Section G: Proposed Program & Implementation Schedule (5 page maximum)

Based on our most recent needs assessment conducted within the past year including interviews with Club Directors and analysis of local data sources, the greatest needs for these youth are for violence prevention and academic achievement. BGCC's plan for strengthening programming for these youth includes offering SMART Moves/Street SMART, evidence-based Project Learn (with Power Hour), and Triple Play/Healthy Habits. This plan is a shift from our current VPIR project because logistical limitations of the meeting spaces at the sites did not afford us the chance to easily separate boys from girls for the gender-based SMART Girls and Passport to Manhood programs. This revised plan does however include a greater emphasis on violence prevention outcomes by using SMART Moves and Street SMART, which can be run with a mixed-gender group with age-appropriate curricula.

Program Enrollment: Upon entering the program, all new youth complete a membership intake form, which helps understand the needs of youth regarding their risk factors (including lack of parental support, limited English proficiency at home, lack of positive role models, juvenile justice risk or history, negative school behaviors, poor grades, etc.) and strengths/resources (including family support, academic achievement, positive behaviors at school, social skills, etc.). Enrollment will begin at the beginning of the school year into the BGCC after school program at each HACC site. We will encourage current program members to renew their memberships and continue in the program. HACC staff will partner by assisting with recruitment, managing logistics of staff access to the site, and facilitating advertisements among the housing residents. See the attached letter of support and MOU from HACC.

Skills Mastery and Resistance Training (SMART) Moves/Street SMART: Created by BGCA and funded by The Allstate Foundation, Street SMART educates pre-adolescents about the destructive lifestyle of gangs, avoiding conflict and developing resistance and refusal skills

related to violence. SMART Moves (for younger youth) and Street SMART (for teens) offer activities on appropriate decision making skills to refuse drugs, alcohol, tobacco, and premature sexual activity. We will host one 12-week small group cycle with approximately 10-15 youth in the fall and 10-15 youth in the spring. Program Instructors and Program Aides will deliver the SMART Moves curricular modules and weave in selected Street SMART modules on active listening and conflict resolution to meet the unique needs of different age groups. For example, one activity helps youth create an art project called 'conflict resolution wheel,' which they spin when encountering a difficult situation. The wheel gives them options about how to respond to the conflict (e.g. talk to the person, take deep breaths), thus teaching them to evaluate options rather than defaulting to reacting with violence. Participants will reinforce what they have learned and share it with others by organizing community events and service projects (e.g. produce a play depicting gang-related dangers, crime and violence, or a youth town hall meeting) on anger management. The activities help increase each participant's feelings of support, enhance their interpersonal communication skills, build resilience, and strengthen their skills to avoid at-risk behavior.

Project Learn/Power Hour: Project Learn and Power Hour will help address the academic achievement needs of the youth members in order to keep them engaged in school and help support their career and college readiness goals. Project Learn is a federally-recognized evidence-based educational program implemented by Club staff to engage youth in high yield educational activities. High-Yield Activities include the following: **Social and Recreational Games** activities including Scrabble, UNO, Battleship, and other activities for improving behavior and social emotional learning objectives. This teaches sportsmanship and conflict resolution, as well as incorporates math, geometry, and science into these recreational games and

art programs. Power Hour is a year-round comprehensive homework help and tutoring program for youth aged 6 to 14 years old. Program Instructors work with youth for one hour each day providing structured support, resources, guidance, and tutoring necessary to complete their homework. Including this program element demonstrates a commitment to long-range solutions to filling academic gaps that can help break the cycle of poverty.

Triple Play/Healthy Habits: Finally, to offer youth a foundation of a healthy mind and body, Triple Play and Healthy Habits will help youth to develop awareness and increase their knowledge, skills and motivation to make healthier food choices and to increase activity levels. The Healthy Habits curriculum will be run over the summer using an 8-week cycle of hourly modular activities that provide small-groups (in this case 15-20 youth) with nutrition education and fitness lessons. The Triple Play strategy will promote fun with a purpose and physical fitness in non-competitive sports and recreational games during the summer camp, including flag football, kickball, aerobics, and jump roping. The strategy uses co-ed team sports to teach and reinforce social and ethical skills young people need to build harmonious relationships with each other to empower them with skills they can transfer to school, work, and family life.

Implementation Schedule and Rationale:

Research shows that after school hours between 3:00 and 6:00pm, the hours for the Club sites, are the most at-risk hours for children to participate in or become the victims of juvenile crime, drinking, gang activity, drugs, and a variety of other negative behaviors. Research also shows that young people from disadvantaged circumstances lose more academic ground over the summer and begin new school years behind their more affluent counterparts. We will offer summer programming for 9 weeks from 10:00 a.m. to 3:00 p.m. The following table illustrates the timeline of the program schedule of operation that would be in place for all sites described in this application. Only the programs highlighted in this proposal will be those that youth will

complete and report on for this demonstration project. The Evaluation Consultants will facilitate data entry, analysis, and reporting, described below.

Project Implementation Schedule	Staff Responsible
<u>July - August 2015</u> Plan activities and advertise programs Refresher training with staff on SMART Moves/Street SMART Prepare lesson plans and evaluation materials Over-recruit 30 youth for each site	Club Manager trains Program Instructors and Program Aides; HACC Partners assist with recruitment
<u>September 2015</u> Project Learn/Power Hour Fall Program begins with all youth SMART Moves/Street SMART begins runs for 12 weeks	Club Manager oversees Program Instructors and Program Aides
<u>October 2015 – Grant Year Begins</u> Project Learn continues SMART Moves/Street SMART continues	Club Manager oversees Program Instructors and Program Aides
<u>November 2015</u> Project Learn/Power Hour continues SMART Moves/Street SMART ends	Club Manager oversees Program Instructors and Program Aides
<u>December 2015</u> Project Learn/Power Hour continues Ceremony of completion for SMART Moves/Street SMART	Club Manager oversees Program Instructors and Program Aides
<u>January 2016</u> Project Learn/Power Hour Program begins SMART Moves/Street SMART begins runs for 12 weeks	Club Manager oversees Program Instructors and Program Aides;
Evaluation for First Qtr Report	Evaluation Consultant
<u>February 2016</u> Project Learn/Power Hour continues SMART Moves/Street SMART continues	Club Manager oversees Program Instructors and Program Aides
<u>March 2016</u> Project Learn/Power Hour continues SMART Moves/Street SMART continues	Club Manager oversees Program Instructors and Program Aides
<u>April 2016</u> Spring Break Camp SMART Moves/Street SMART ends Project Learn/Power Hour continues	Club Manager oversees Program Instructors and Program Aides
Evaluation for Second Qtr Report	Evaluation Consultant
<u>May 2016</u> Project Learn/Power Hour Spring program ends Ceremony of completion for SMART Moves/Street SMART End-of-year Family Night	Club Manager oversees Program Instructors and Program Aides
<u>June 2016</u> Summer Camp Begins Triple Play/Healthy Habits 8-week program begins Sports and Recreation & Field Trips	Club Manager oversees Program Instructors and Program Aides

July 2016 Summer Camp Triple Play/Healthy Habits 8-week program ends Sports and Recreation & Field Trips	Club Manager oversees Program Instructors and Program Aides
Evaluation for Third Qtr Report	Evaluation Consultant
August 2016 Summer Camp Completion Family Talent Show (all 3 sites together at the main Ford Heights Boys & Girls Club) New School Year Programming Begins	Club Manager oversees Program Instructors and Program Aides
September - October 2016 Evaluation for Final Report	Evaluation Consultant

Activity Frequency and Quantity: The table below shows the frequency, number of sessions, length, and grade level of the programs to be offered.

Program Activity	Frequency during the SCHOOL YEAR	Total # of sessions for the activity during the SCHOOL YEAR	Frequency During the SUMMER PROGRAM	Total # of sessions for the activity during the SUMMER PROGRAM	Length of Activity	Target Population Grade Level
Project Learn/Power Hour	5 X week	180 sessions	2 X week	18 sessions	1 hour	1-12
SMART Moves/Street SMART	12 – sessions curriculum	2 cycles (24 sessions)	1 X week	9 sessions	1 hour	3-8
Triple Play	~	~	3 X week	27 sessions	1 hour	3-12
Healthy Habits	~	~	1 X week	8 – session curriculum	1 hour	3-8

Staff members organize daily and weekly program schedules to ensure all Club members participate in academic assistance and supplemental high yield learning activities. Homework help, tutoring with staff mentors and volunteers helps youth develop the habit of completing homework daily in a safe, quiet space. Program activities offer many opportunities for staff to interact with Club members to discuss educational goals, progress, and challenges. These three combined interventions will foster positive relationships that will help support the youth in providing alternatives to violence and teaching the necessary skills for academic achievement, conflict resolution, and for making positive informed choices about their lives and future.

Section H: Expected Outcomes (2 page maximum)

The impact of our programs is monitored and assessed through pre- and post-test surveys, staff observations of youth, average daily attendance, highly-engaged members (average 2 visits/week), staff-to-member ratios, and the National Youth Outcomes Initiative Survey (developed nationally by researchers at BGCA to track indicators that support these programs).

The process outcomes that will be measured for the proposed programming include at the most basic level those that are required for the VPIR grants: (1) program accomplishments, (2) the number of people enrolled or who otherwise enter the program, (3) number of people retained in the program, (4) number of people who successfully completed the program, (5) challenges faced, (6) other information regarding the factors contributing to violence and the program activities performed to reduce violence. As in BGCC's existing VPIR project, the Club Operations Grant Manager monitors compliance and reporting for these performance indicators in the proposed enhanced project.

Additionally, relevant to these specific programs of SMART Moves/Street SMART and Project Learn, the following objectives will be tracked and reported. We expect to see the following (1) 75% will improve conflict resolution skills, (2) 75% will make positive and informed choices, (3) 75% will improve active listening and communication, and (4) 75% will use key resources when in need of support, (5) 75% will feel safer, (6) 70% will feel connected to adults, (7) 75% will report expecting to graduate from high school and attend college, and (8) 70% will achieve a GPA of 2.0 or higher.

The rationale for including these additional process and outcome objectives speaks to the nature of the mentoring, violence prevention, and educational enrichment programming. The safety indicators connect to the youth feeling safe from violence in the community. Feeling a

connection to adults relates to establishing a positive mentoring relationship, which is associated with a lower likelihood of engaging in negative behaviors. Having a sense of belonging is a key indicator in ensuring that youth do not join gangs: they instead feel of belonging at the Club with positive behaviors. Finally, the academic achievement goals of improvements in GPA will be assessed for each Club. Overall, the intensive comprehensive programming will engage Club members to become more focused on positive activities and school work, which will translate to being less likely to be involved in misconduct while protecting them from community violence.

Director of Program Outcomes and Impact, Dr. Keisha Farmer-Smith oversees all data collection, entry, and analysis at BGCC. Dr. Farmer-Smith has extensive experience in measuring youth development outcomes and aligning program outcomes with goals, and will oversee the Evaluation Consultants and Master of Social Work interns in data entry and analysis. Qualitative measures will include a focus group that is recorded, transcribed, and analyzed at each site to learn about the process and outcomes of this demonstration project as well as how the youth connect their learning into violence prevention and home/life integration of lessons learned. Additionally, the Outcomes & Impact Committee of the Board of Directors is undergoing strategic planning to evaluate program fidelity and Continuous Quality Improvement that will be pertinent to this project.

Section I: Planning & Preparation Activities (2 page maximum)

Because of the successful existing relationship with HACC and the staff at the three housing sites, we expect seamless integration of the proposed project flowing very well from the existing project that will end in August. The Ford Heights Club Manager will work closely with HACC staff to ensure a proper continuation of this partnership, including recruiting youth and overseeing the facilities. Preparation for the program year will include evaluating additional needs for supplies in these rooms, cleaning them, and setting up work and play stations for youth. We are currently aware of the challenges of access to computers at the Chicago Heights and Ford Heights HACC sites, and though some computers exist at the Robbins site, they are not sufficient for program youth to consistently conduct their computer-based homework. Program staff will meet with HACC to explore possibilities of using additional computers at their facilities for program activities. Upon award notification, the Director of Club Operations and Partnerships and the Club Manager will meet with the HACC staff Maria Lotho to review the MOU and ensure that the terms are still compliant with the award amount and with the activities to secure the partnership contract.

Only minimal staff training would be needed to prepare for the new project year. BGCC Ford Heights Club Manager Robert Barnes will provide updated training to two current Program Instructors and one Program Aide at the Ford Heights and Chicago Heights sites while providing additional training to the new Program Aide at the Robbins site. Even though all staff are familiar with all programs being run at BGCC, we will schedule a training on the modified Street SMART and SMART Moves programs, especially for the new Robbins program staff. The Robbins staff will also require CPR training before the program year starts. Two Program Aides will be hired on a part-time basis to float between the three sites, assisting the Program

Instructors there with programming. One of these Program Aides will be funded from BGCC's agency match through other funding sources.

We project that approximately half of the youth currently coming to programming would be returning to benefit from the longevity of the mentoring relationships with existing staff. Because there is little space available at the sites for indoor physical activity, such as in gyms or otherwise, the Triple Play program will be scheduled only for the summer months. The Implementation Schedule outlined above describes the details of these planning activities.

Section L: Qualifications of the Proposer (3 page maximum)

It was 1902 when the first Chicago Boys Club was founded by John F. Atkinson on South State Street to serve homeless newsboys and boys living in poverty. He said, "We must either build Boys Club rooms in which to instruct them, or we must build jails in which to incarcerate them. Which will it be?" Over 113 years later, BGCC is providing a vital alternative to the rampant dangers of crime, gangs, drugs, and poverty that they face daily. Every youth who walks through the doors of one of our Clubs finds a safe haven, a clean facility, structured activities and guidance from caring, trained youth development professionals.

We provide Chicago's inner-city youth with quality after-school programs and services that enhance their lives and shape their futures. BGCC's 21 locations serve nearly 9,000 youth ages 6 to 18 from our city's most challenged neighborhoods. For 112 years, our dedicated staff has worked tirelessly to break the cycles of poverty and violence. Our extensive history in Chicago and Suburban Cook County and our commitment to a physical presence in so many underserved communities means that we are able to touch one in twenty children living in poverty. Our Clubs are an essential part of a movement that is gathering momentum to address the hopelessness that is immobilizing Chicagoland communities, families and the next generation of civic leadership. This project would not only prevent and reduce involvement in violence early on, but also save public funds by keeping youth out of the justice system downstream.

BGCC has full staff capacity of 198 employees and 1,000 volunteers on both the front lines and in the central office (Club Support Center) to run the proposed programming. The BGCC President & Chief Executive Officer and the management team lead our professional staff. Our Vice President of Youth Development directly supervises staff that oversee our center-based and school-based Clubs, including our Director of Program Outcomes and Impact and Director of Club Operations and Partnerships. Club Operations is responsible for programming

at our center-based and school-based Clubs. Our Chief Financial Officer, Vice President for External Affairs, Director of Information Technology, and Vice President of Human Resources supervise our finance management, fundraising, technology and administrative services to staff. This leadership team has significant professional experience to inform decisions on a daily-basis.

The BGCC Corporate Board of Directors includes a Chair, Vice Chair, Secretary, and Treasurer. Examples of standing committees include: Executive, Finance, Development, and Nominating. The Corporate Board is highly dedicated to supporting the work of our organization. BGCC has undergone extensive board development over the past 3 years, adding 28 new members who represent some of Chicago's largest companies. These board members are an important part of providing fundraising from Corporations and Major Donors to the Clubs as well as providing sound decision-making regarding programing, governance and operations. Ford Heights Club's highly involved Local Board of Managers continues to discover ways to grow and develop the Club's philanthropic base. Sustaining the program includes increasing the total annual giving from individuals and leveraging board members' corporate affiliations.

References and Partnership: The details of the partnership with HACC are described in Section G and Section N and the attached MOU. Our facilities receive the appropriate inspections and regulations; no licenses are required for these services. The following represent sustained relationships with Cook County civic leaders who were references on last year's VPIR application and continue to be supportive of BGCC's work: Cook County Commissioner Deborah Sims, 118 N. Clark Street, Room 567 Chicago, IL 60602; **Phone:** (708)-371-4251; **Email:** deborah.sims@cookcountyil.gov. Cook County Commissioner Jesus Garcia, 4249 S. Archer Ave. Chicago, IL 60632; **Phone:** (773) 376-2700; **Email:** Jesus.Garcia@cookcountyil.gov. The following are references for the work BGCC has done in

South Suburbs and Chicago from those who can attest to our work as partners or funders.

<p>Mark Mitchell Board of Education Vice President Ford Heights School District 169 910 Woodlawn Ave. Ford Heights, IL 60411 (708) 758-1370 mmitchell@fordheights169.org</p>	<p>\$150,000 for 5 years each year that began in 2012 from the Illinois State Board of Education 21st Century Community Learning Center grant award that funds the Ford Heights Club comprehensive club experience programming. A letter of support is attached.</p>
<p>Evelyn Benitez Youth Services Coordinator Department of Family and Support Services Office of Children and Youth Services 1615 W. Chicago Avenue (312) 746-7756 Evelyn.Benitez@cityofchicago.org</p>	<p>\$373,040 for FY2015 in Corporate grants funded through the City of Chicago help support the comprehensive club experience programs at approximately half of our sites. Program elements included wraparound services, youth development, SMART programs, Healthy Habits, Triple Play, and some career development activities at various Chicago-based Clubs.</p>
<p>Maria Lotho Housing Authority of Cook County 175 West Jackson Blvd., Suite 350 Chicago, IL 60604 (312) 542-4669 mlotho@thehacc.org</p>	<p>\$100,000 grant for the 2014 Violence Prevention Intervention and Reduction Demonstration Project through the Cook County Justice Advisory Council. We are currently in the second quarter of this grant and are on track to meet our deliverables. A letter of support/MOU is attached.</p>

BGCC's extensive experience and wide reach shows that in 2014 we served both boys (53%) and girls (47%). Approximately 36% of our overall youth are between 6 and 10 years old, 38% are between 11 and 14 years old, and 26% are between 15 and 18 years old. Culturally speaking overall at BGCC, youth are African American (50%), Hispanic/ Latino (33%), Caucasian (4%), Asian-American (7%), and of other racial and ethnic groups including multiracial and Native American (5%). Two out of three (66%) Club members report coming from single-parent households, and almost half (49%) report having a household income below \$32,000. As the experience described in Section F shows, we have a substantial presence in Ford Heights and current programming in the proposed HACC sites. As a charter member of Boys & Girls Clubs of America, we have access to nationally developed and research-based programs, ensuring that we're offering cutting edge youth development programs with excellence.

Section M: Key Personnel (Page limit: as many pages as needed)

As is current practice, African American and Hispanic mentors and staff who are representative of the communities served are among those recruited to serve as role models for the youth at the Club so that the youth can see positive mentors like them. Staff members who run these programs work collaboratively with the youth recruited through the current programming, and will continue to do so with the proposed project. Linguistic and cultural needs of Spanish-speaking families are met whenever appropriate, and the Club Manager is a minority male role model. The personnel plan is designed to maintain a small group setting (at least a 1:20 staff/youth ratio).

The following full time staff roles are provided through the agency match and in-kind to the project to provide oversight, evaluation, partnership relations, and compliance:

Vice President of Youth Development, Alicia Vega: She oversees all aspects of youth programming, including development, strategy, and Club operations. She monitors and oversees all Club programs. She has more than 20 years of experience working with at-risk youth. Ms. Vega has served as the Child Welfare Specialist for the Illinois Department of Children and Family Services (DCFS), and as the past Chief Program Officer for the Chicago Children's Advocacy Center. She has a bachelor's degree in Applied Psychology from Loyola University Chicago and a Master of Jurisprudence in Child Law from Loyola University Chicago School of Law. She has been working at BGCC for over two years.

Director of Club Operations and Partnerships, Andres Alvear: Mr. Alvear has a Master of Public Administration from University of Illinois at Chicago. He has over 10 years of combined experience with after-school program management, administration, staff supervision, government grants, and partnership building. He worked with After School Matters (ASM) for 8

years in progressive leadership positions. He provides operational direction of all Club sites including policy and procedures oversight, supervision of all school based managers and the Grants Manager. He also has oversight of federal, state and local grants, and coordinates Club site selection and review in partnership with the Vice President of Youth Development.

Director of Program Outcomes and Impact, Keisha Farmer-Smith: Dr. Farmer-Smith has partnered with organizations dedicated to supporting safe, healthy spaces for youth for 15 years. Her youth development experience includes managing after school programs at Alternatives, Inc., coordinating services for DCFS, Director of Programs for Family Focus, and a consultant at Morten Group. Dr. Farmer-Smith earned a Ph.D. in Public Policy Analysis from the University of Illinois in 2011. She oversees BGCC's quality assurance, outcomes evaluation, program fidelity of youth programming, and focuses on strategic recruitment and retention of youth.

Club Operations Grants Manager, Janet Soto: She oversees the compliance and reporting for all government grants, including those that govern the programming that is provided at Ford Heights Club and the current VPIR grant. Ms. Soto works closely with the Director of Club Operations and Partnerships and the Director of Program Outcomes and Impact to ensure effective program operations.

Field Finance Manager, Heather Kavka: She has extensive experience at BGCC in the Club Operations department knowing intimately the details of program operations as well as fiscal management. In her current role, she develops club level budgets in close conjunction with the club managers and Vice President of Youth Development and the CFO.

The following personnel are proposed to be paid from this grant, and all of these positions are listed in the Pricing Proposal Form:

Club Manager, Robert Barnes: He is responsible for day-to-day operations at the Ford Heights Club. Duties include preparing budgets; monitoring spending, community partnerships in relationships with HACC and other organizations, enrollment, recruitment, and performance outcomes; and reporting. He has undergone extensive ongoing training and professional development in youth development and leadership at BGCC, and has been with the organization for 6 years.

Robbins Site: Richard Flowers Homes

Program Instructor, Devin Knockum: She runs all programs at the satellite site in Richard Flowers Homes and is a newer staff member since the beginning of the existing VPIR program. Past experience includes running other after school programs for HACC before joining the BGCC team. Ms. Knockum has is originally from the Flowers Homes, and as a former resident can connect well to the youth served.

Program Aide, Lashea Pankey: She is the newest member of the project team and has recently become acclimated to BGCC programming. Past experience includes also running after school programs for HACC before BGCC work. She works diligently to create partnerships between the program and the housing authority residents' families and parents. She is also from the Flowers Homes, and works closely with youth in engagement and retention.

Chicago Heights Site: John Mackler Homes

Program Instructor, Paula Warren: She has worked at Ford Heights Club for almost 3 years. As a Program Instructor at the club, she has extensive experience running BGCC comprehensive programming.

Program Aide, Tyrece Johnson: Mr. Johnson rotates between Chicago Heights and Ford Heights to assist the program instructors at both sites in service delivery. His experience

includes being the front desk Staff Attendant at Ford Heights Club and was re-hired for the HACC VPIR project. He has Kidtrax data entry experience to help with outcomes tracking. His role will be funded through other funding sources.

Ford Heights Site: Vera Yates Homes:

Program Instructor, Kira Barnes: She has been with the existing VPIR project since October 2014, and has been with BGCC for 4 years in various youth development roles. Her experience includes competence with Kidtrax and facilitation of BGCC's comprehensive club experience programming. She is also a Food Service Manager and has an active certification.

Program Aide, Tyrese Johnson: He rotates between Chicago Heights and Ford Heights to support the programs (see above).

All staff members have a demonstrated track record of providing culturally and linguistically competent services and will continue to do so in the proposed project.

Section N: Sub-contracting or Teaming (2 pages maximum)

As true of BGCC's existing VPIR Demonstration Grant program, we are partnering with HACC to provide services co-located at the HACC sites. The attached MOU documents the specific details of the partnership arrangement. HACC responsibilities include:

- Secure adequate and consistent HACC facilities for youth after-school program activities at Ford Heights (Vera Yates), Chicago Heights (Mackler), and Robbins (Richard Flowers) including storage space for materials, available sports facilities, playground(s), bathrooms, and access to phones for emergencies
- Open and close HACC facilities
- Identify a liaison to work with BGCC to coordinate this project including regular communication and meetings as needed
- Maintain consistent communication with BGCC contact and return requests for contact within 48 hours
- Inform BGCC staff of HACC policies and procedures, as applicable
- Provide calendar of events and advance notice of any space changes, as applicable
- Assist to recruit sixty (60) HACC residents, ages 6 thru 18 to participate in BGCC programs

Assisting with recruitment includes advertising with flyers to parents in the housing units. Additionally, the partnership has been beneficial to the youth served by the existing VPIR programming because youth can participate in HACC-sponsored events, such as shoe drives, Christmas celebrations, Martin Luther King Day events, Valentine's Day events, and other programs. Since only residents of these housing facilities are eligible for the proposed program, a close working relationship with HACC is essential to the success of the project.

EXHIBIT 2

Schedule of Compensation

Appendix 1-Pricing Proposal Form

Appendix 1 Pricing Proposal Form

Proposers are required to submit the below pricing proposal (budget) separate from the technical proposal (program narrative portion of the proposal). The pricing proposal must be submitted in the form of a hard copy and in an electronic format. If your company has specific, unique and/or innovative ideas to implement this system that are outside of the parameters defined on the pricing proposal, please provide your firm's recommendations on a separate sheet.

Organization Name(s):	Boys & Girls Clubs of Chicago
Project Name:	South Suburban SMART Youth
Grant Time Period:	October 1, 2015-September 30, 2016

	PERSONNEL	Org #			# months	%	Unit	Rate	Org #			TOTAL
		1	2	3					1	2	3	
STAFF												
	Club Manager				100%	1	\$3,293.00				\$3,952	\$3,952
	Program Instructor 1				100%	1	\$1,668.00				\$14,011	\$14,011
	Program Instructor 2				100%	1	\$953.00				\$11,436	\$11,436
	Program Instructor 3				100%	1	\$1,192.00				\$14,304	\$14,304
	Program Aid				100%	1	\$867.00				\$10,404	\$10,404
	Sub-total Staff										\$54,107	\$54,107
	BENEFITS											
	Health Insurance				7.65%						\$4,139	\$4,139
	Sub-total Benefits				8.40%						\$4,545	\$4,545
					1.36%						\$736	\$736
											\$8,274	\$8,274
											\$17,694	\$17,694
	CONTRACT/CONSULTANT											
	Evaluation Consultants				100%	1	\$2,100.00				\$2,100	\$2,100
											\$0	\$0
											\$0	\$0
											\$0	\$0
											\$0	\$0
											\$0	\$0
	Sub-total Contract/Consultant										\$2,100	\$2,100
	TOTAL PERSONNEL										\$73,901	\$73,901

Section K: Budget Narrative (Page limit: Use the provided template)

RFP No. 1553-14558 Violence Prevention, Intervention and Reduction Demonstration Grants (\$100,000)

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.

The following personnel are included in this project budget: **Club Manager:** 10% of full time position (4 hours/week on this project) the existing club manager's time will be used for the entire project. **Program Instructor 1:** 70% of one program instructor's salary (25 hours per week) part-time position will be used. **Program Instructor 2:** 100% of a program instructors who work 25 hours/week part-time position will be used. **Program Instructor 3:** 100% of a program instructor's 25 hours/week part-time position will be used. **Program Aide:** 100% of a program aide's 20 hours per week part-time position will be used.

Fringe rates include FICA, unemployment, workers comp, and health insurance, totaling \$17,694. These fringe benefits enables us to hire staff to implement the proposed program. The partner organization of the Housing Authority of Cook County (HACC) is providing space for the facilities of three different program sites in Ford Heights (Vera Yates Homes), Robbins (Richard Flowers Homes), and Chicago Heights (John Mackler Homes). The Director of Club Operations and Partnerships will oversee the contractual relationship with HACC and will ensure accountability to the terms as outlined herein.

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.

Funding is requested in the amount of \$2,100 to pay for evaluation consultants including interns and focus group facilitators. The 3 focus groups at each site will be used for outcomes measurement to determine how the program qualitatively helped achieve the program goals. The evaluation consultants will include master's level interns who have experience in youth development and are studying in accredited programs. Each focus group is projected to cost \$500 with an additional \$600 to pay for evaluation and analysis time of the quantitative results.

Equipment

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

No equipment is requested for this project because all equipment has been purchased and is in use at the sites.

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.

Program supplies are requested in the amount of \$160 for each month of the project with a total of \$1,920 for each of the three sites. These supplies include educational materials, evaluation tools, sporting and physical activity supplies, and science enrichment activities during the summer programs. Office supplies are requested in the amount of \$240 for each of the three sites for the entire program period; these include pens and pencils, paper, staples, paper clips, and other materials for the program functioning. Incentives are budgeted at \$50 per month to support the program completion celebrations and Power Hour recognition awards.

Printing

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

No funds are requested for printing.

Other Direct Costs

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

Facilities operations costs at \$12,000 for the entire program year are budgeted to pay HACC for use of the facilities and space. A total of eight field trips costing \$600 each trip are budgeted for educational and social emotional learning activities during the weekly summer field trips. One family event at each site will be held at the end of the year, and \$200 is budgeted for each event. Travel includes staff travel for work activities at \$135 per month.

Indirect Costs

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

No indirect cost will be charged for this grant.

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.

BGCC's plans for sustaining the program after the grant ends include four main areas of resources essential to program sustainability: partnerships, funding, leadership and community support to creatively utilize resources and partnerships for continued program support.

Partnerships: The Ford Heights Club partners with local community organizations, neighborhood schools, to provide enhanced activities and facilities for the youth as needed. These partnerships include: Big Brothers Big Sisters of Metropolitan Chicago, Housing Authority of Cook County, and Ford Heights School District 169

Funding: BGCC has increased the philanthropic fundraising in the past three fiscal years by over 60% from \$2.7million in 2011 to \$4.4 million in FY2014. Funds raised by the Club Support Center provide centralized Human Resources, IT, Finance and Payroll, Operations, Management and Oversight and Fundraising Support. Specific examples include:

- The Board of Directors Annual Leadership Dinner netted \$29,000 FY2011 and grew to net \$370,000 in FY2014 through active board participation.
- The organization developed the Youth of the Year Competition into a very successful fundraising initiative that netted \$476,000 in FY2014 (FY2011 netted \$4,000).
- Corporate Partnerships also have grown significantly from \$240,000 in FY2011 to \$500,000 in FY2014. This increase was cultivated by developing a comprehensive proposal of engagement for corporations to participate in on a yearly basis.
- A new fundraising staff position was created to work specifically with Club staff to raise funds in their communities.
- Funding from Foundations to support programming grew from \$90,000 in FY2011 to \$250,000 in FY2014.
- \$20,000 from BGCA Ross Store was renewed for Power Hour at Park Manor, Howland and Ford Heights Club.

Community Support: The Ford Heights Club will continue to maintain strong lines of communication with its local state representatives, state senators, and Mayor's office through e-newsletters, email correspondence, invitations to Club events and participation in local government-sponsored town hall meetings and events. BGCC is committed to maintaining and if possible increasing positive relationships with each of the surrounding elementary and high schools within the club's service area to recruit mentors and youth with high needs for the programming.

The combined strategies described above illustrate that BGCC is well-equipped to deliver an effective, impactful, and sustainable program to ensure positive outcomes for all at-risk youth who need these services.

EXHIBIT 3

Evidence of Insurance

EXHIBIT 4

Identification of Subcontractor/Supplier/Subconsultant Form

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

OCPO ONLY:
<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.: 1553-14558G	Date
Total Bid or Proposal Amount: \$100,000.00	Contract Title:
Contractor: Boys and Girls Clubs of Metro Chicago	Subcontractor/Supplier/ Subconsultant to be added or substitute: NOT APPLICABLE
Authorized Contact for Contractor: Noel Chambers	Authorized Contact for Subcontractor/Supplier/ Subconsultant: NOT APPLICABLE
Email Address (Contractor): nchambers@bgcc.org	Email Address (Subcontractor): NOT APPLICABLE
Company Address (Contractor): 550 W. Van Buren St., Suite 350	Company Address (Subcontractor): NOT APPLICABLE
City, State and Zip (Contractor): Chicago, IL 60607	City, State and Zip (Subcontractor): NOT APPLICABLE
Telephone and Fax (Contractor) 312 235-8049	Telephone and Fax (Subcontractor) NOT APPLICABLE
Estimated Start and Completion Dates (Contractor) March 1, 2016 through Feb. 28, 2017	Estimated Start and Completion Dates (Subcontractor) NOT APPLICABLE

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 NOEL CHAMBERS
 Name ASSOCIATE DIRECTOR OF DEVELOPMENT
 Title Noel Chambers Date 2/16/16
 Prime Contractor Signature _____

EXHIBIT 5

MBE/WBE Utilization Plan

CONTRACT NO. 1553-14558G

Vendor: Boys and Girls Clubs of Metropolitan Chicago

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

Contract No. 1553-14558G

EXHIBIT 6

Economic Disclosure Statement Forms

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

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

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

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

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

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

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

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

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

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

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

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

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

SECTION 2

CERTIFICATIONS

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

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

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

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

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

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

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

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

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

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

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name NONE Address _____

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

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

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

NOT FOR PROFIT ORGANIZATION

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

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

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

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

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): (see attached)

(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:

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.

This is for viewing purpose only

PINS

13-35-217-022-0000
14-08-418-001-0000
14-08-418-002-0000
14-08-418-022-0000
14-08-418-023-0000
14-08-418-024-0000
16-12-321-027-0000
16-12-321-028-0000
16-12-321-029-0000
16-25-118-003-0000
16-25-118-005-0000
16-25-118-006-0000
16-25-118-007-0000
16-25-118-008-0000
16-25-118-009-0000
16-25-119-001-0000
16-26-321-001-0000
16-26-321-046-0000
17-33-118-036-0000
20-23-108-010-0000

Attachment to EDS - 4'
(Section 3)

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 Boys + Girls Clubs of Chicago
D/B/A: _____ FEIN NO.: 36-2166997
Street Address: 550 W. Van Buren # 350
City: Chgo State: IL Zip Code: 60607
Phone No.: 312 235 8006 Fax Number: _____ Email: _____

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) NOT FOR PROFIT ORGANIZATION

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
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
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
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
(see attached)			

Declaration (check the applicable box):

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Michael R. Clark
Name of Authorized Applicant/Holder Representative (please print or type)

Interim President & CEO
Title

[Signature]
Signature

1/7/16
Date

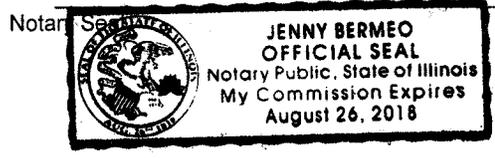
mclark@bgcc.org
E-mail address

312 235 8011
Phone Number

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

My commission expires: Aug. 26, 2018

X [Signature]
Notary Public Signature



First and Last Name	Board Title	Contact Telephone	Office Address	Employment
Matt D. Basil	Secretary	(312) 840-8636	353 N. Clark Street Chicago, IL 60654	Partner, Jenner & Block LLP
Thomas E. Bergmann	Vice Chair	(312) 645-1700	Two Prudential Plaza 180 N. Stetson Street, Suite 1800 Chicago, IL 60601	Chief Financial Officer and Vice President of Finance, Amsted Industries, Inc.
Gregory J. Besio	Board Member	(312) 381-3098	200 E. Randolph Street, 3rd Floor Chicago, IL 60601	Chief Human Resources Officer, Aon Service Corporation
Mike Bonds	Board Member	(872) 825-6565	233 S. Wacker Drive, HDQPO 11th Floor Chicago, IL 60606	Executive Vice President, Human Resources and Labor Relations, United Airlines
Michael L. Boykins	Legal Counsel	(312) 984-7599	227 West Monroe Street, Ste. 4400 Chicago, IL 60606	McDermott Will & Emery LLP
Kevin Boyle	Board Member	(773) 927-6622	1133 W. 35th Street Chicago, IL 60609	President, Schulze & Burch Biscuit Company
Jason M. Bradford	Board Member	(312) 840-7225	353 N. Clark Street Chicago, IL 60654	Jenner & Block LLP
Patrick M. Brady	Board Member		4N752 Warewoods Rd. St. Charles, IL 60175	Principal, Next Generation Public Affairs
Ben A. Buettell	Board Member	(312) 818-1207	20 N. Wacker Drive, Suite 3310 Chicago, IL 60606	Co-Founder & Partner, R7 Partners
Julie A. Christopher	Board Member	(312) 213-9440	1500 N. Lake Shore Drive, Apt. 20B Chicago, IL 60610	
Wendy L. Chronister	Board Member	(217) 523-5051	2026 N. Republic Street Springfield, IL 62702	Chief Executive Officer and President, Lincoln Land Oil Company
Kristin G. Coleman	Board Member	(847) 286-2766	3333 Beverly Road Hoffman Estates, IL 60179	Senior Vice President, General Counsel & Corporate Secretary, Sears Holdings
Christina M. Corley	Board Member	(847) 419-7255	300 N. Milwaukee Avenue Vernon Hills, IL 60061	Senior Vice President Corporate Sales, CDW
Michael W. Coyne	Board Member	(312) 676-3324	111 N. Canal Street, Suite 850 Chicago, IL 60606	Potbelly Sandwich Shop
Renée S. Crown	Vice Chair	(847) 251-0565	1155 Mohawk Road Wilmette, IL 60091	
Jay P. Dahlin	Board Member	(312) 609-5570	200 N. LaSalle Street, 30th Floor Chicago, IL 60601	Attorney at Law, Schiller DuCanto & Fleck LLP
William R. Daley	Board Member	(312) 706-4058	440 S. LaSalle Street, 37th Floor Chicago, IL 60605	Managing Director, Morgan Stanley - Public Finance
Michael F. DeSantiago	Board Member	(312) 242-6300	100 S. Wacker Drive, Suite 700 Chicago, IL 60606	President, Primera Engineers, Ltd
Erlinda Dimayuga	Board Member	(630) 353-4818		Marketing Analyst – Central Region, Toyota Financial Services
Jacqueline Ferro	Vice Chair	(312) 335-5412	1500 N. Lake Shore Drive, Apt. 21A Chicago, IL 60610	
James Firth	Board Member	(312) 394-5654	10 S. Dearborn Street, 54th Floor Chicago, IL 60603	Senior Vice President, Communications, Public Advocacy and Corporate Relations, Exelon Corporation
Timothy Fitzgibbon	Board Member	(312) 828-3697	135 S. LaSalle St. Chicago, IL 60603	Managing Director, Regional Trust Executive, US Trust
David H. Fleisch	Board Member	(312) 629-4070	190 S. LaSalle Street, Suite 3400 Chicago, IL 60603	Partner, Bain & Company

First and Last Name	Board Title	Contact Telephone	Office Address	Employment
Andreas G. Frank	Board Member	(312) 819-7260	180 N. Stetson St., Ste. 4100 Chicago, IL 60601	Senior Vice President, Corporate Development and Strategy, Hill-Rom
Robert W. Frentzel	Board Member	(312) 564-1238	120 S. LaSalle Street Chicago, IL 60603	Managing Director, The PrivateBank
Susan G. Gallagher	Board Member	(312) 447-0900, Ext.209	180 N. LaSalle Suite 3100 Chicago, IL 60601	Chief Operating Officer, Patina Solutions
Linda Gantz	Board Member	(847) 256-0922	72 Indian Hill Road Winnetka, IL 60093	
John P. Garvey	Board Member	(312) 573-2801	155 North Wacker Drive, Ste. 1450 Chicago, IL 60606	Senior Vice President, NERA Economic Consulting
Douglas C. Gessner	Asst. Secretary	(312) 862-2140	300 N. LaSalle Street Chicago, IL 60654	Partner, Kirkland & Ellis LLP
Marion K. Gross	Board Member	(630) 623-6449	2111 McDonald's Drive, Plaza 8 North Oak Brook, IL 60523	Sr. Vice President, North America Supply Chain Services & U.S. Sustainability, McDonald's USA, LLC
Todd M. Hamilton	Board Chair	(312) 202-3422	875 N. Michigan Avenue, Suite 3230 Chicago, IL 60611	Senior Managing Director, Bolder Capital, LLC
Tasha Harris	Board Member	(773) 371-2300	10909 S. Cottage Grove Chicago, IL 60628	Director of Media & Communications, Salem Baptist Church of Chicago
James Hart	Board Member	(312) 327-4611	125 S. Wacker Drive, Suite 2950 Chicago, IL 60606	President, Burwood Group, Inc.
Bruce Hawver	Board Member		Chicago, IL	
William T. Huffman, Jr.	Board Member	(312) 917-7746	333 W. Wacker Drive Chicago, IL 60606	President, Nuveen Asset Management
Stacy R. Janiak	Board Member	(312) 486-5391	111 S. Wacker Drive Chicago, IL 60606	Audit and Enterprise Risk Services National Managing Partner - Central Region, Deloitte & Touche LLP
Eileen A. Kamerick	Board Member	(574) 234-8873	404 Columbia Place South Bend, IN 46601	Chief Financial Officer, Press Ganey
J. Christian Kirtley	Asst. Treasurer	(312) 424-9143	353 N. Clark Street, Ste. 3500 Chicago, IL 60654	Executive Vice President and Portfolio Manager, Institutional Capital LLC
Cathy Lazaroff	Board Member	(312) 427-3105	910 S. Michigan Avenue, #1503 Chicago, IL 60605	
Greg A. Lee	Board Member	(630) 684-2265	1218 Hawthorne Court Hinsdale, IL 60521	Greg A. Lee & Associates
William R. Madden	Board Member	(847) 283-8255	775 Rockland Road Lake Bluff, IL 60044	President & CEO, Knauz Auto Group
Bartlett J. McCartin III	Vice Chair	(312) 224-3074	200 W. Madison Ave., Ste. 2900 Chicago, IL 60606	Principal/Managing Partner, National Investment Services, Inc.
John E. McGovern III	Board Member		55 East Elm Street Chicago, IL 60611	
Richard E. Meyers	Board Member	(312) 696-7872	227 W. Monroe Street, Suite 5900 Chicago, IL 60606	Senior Managing Director, Bernstein Global Wealth Management
John Muehlstein	Board Member	(312) 261-2112	161 N. Clark Street, Suite 3100 Chicago, IL 60601	Managing Partner, Pedersen & Houpt, P.C.
D. Michael Murray	Board Member	(312) 269-1539	77 West Wacker, Suite 3500 Chicago, IL 0	Partner, JONES DAY

First and Last Name	Board Title	Contact Telephone	Office Address	Employment
John J. Naughton	Treasurer	(312) 665-5098	200 E. Randolph St., #5500 Chicago, IL 60601	Partner, KPMG LLP
Patty Olsen	Board Member	(312) 880-5642	550 West Van Buren, Ste. 1700 Chicago, IL 60607	Corporate Vice President of Human Resources, Huron Consulting Group
Kimberly Parks	Board Member	(773) 301-8982	1122 N. Clark St., #1605 Chicago, IL 60610	
Anne Patel	Board Member	(847) 283-0264	734 East Westminster Road Lake Forest, IL 60045	
Tracey Patterson	Board Member	(312) 693-7245	180 N. LaSalle Street Chicago, IL 60601	Senior Manager/Technology Executive, Accenture
Jeffery S. Perry	Board Member	(312) 879-5316	155 N. Wacker Drive Chicago, IL 60606	Americas Operational Transaction Services Practice Leader, Ernst & Young LLP
J. Todd Phillips	Board Member	(312) 667-4668	1039 Franklin Ave. River Forest, IL 60305	Parson Partners
Audré H. Pierce	Board Member	(847) 789-1284	1500 McConnor Parkway Schaumburg, IL 60173	Vice President of Human Resources-Greater Chicago Region, Comcast Cable
Allyson Pooley	Board Member		1414 N. Wells St. #501 Chicago, IL 60610	
Emily R. Reynolds	Board Member	(847) 233-4938	5500 Pearl Street, Suite 100 Rosemont, IL 60018	Senior Vice President, Financial and Professional Services, Xerox Corporation
Craig C. Richart	Board Member	(312) 831-4393	1 N. LaSalle Street, 33rd Floor Chicago, IL 60602	Partner, Financial Strategy Network, LLC
Daniel Ruiz	Board Member	(773) 247-0700	2950 W. 25th Street Chicago, IL 60623	Attorney, General Wood Club
Ruben Saavedra	Board Member	(847) 598-1506	1475 E. Woodfield Rd. Suite 1300 Shaumburg, IL 60173	Multicultural Manager, Pepsico
Brittney B. Saks	Board Member	(312) 298-2450	1 N. Wacker Drive Chicago, IL 60606	Partner, PwC LLP
John P. Savas	Board Member	(847) 482-8922	580 N. Bank Lane Lake Forest, IL 60045	Vice President, Forest Financial Group, Inc.
David P. Scharf	Vice Chair	(224) 948-3440	One Baxter Parkway Deerfield, IL 60015	General Counsel, Baxter International, Inc.
Michael L. Thompson	Board Member	(262) 947-0320	7600 95th Street Pleasant Prairie, WI 53158	President & CEO, Fair Oaks Farms, LLC
Beth White	Board Member	(312) 337-1955	840 N. Lake Shore Drive, Unit 2601 Chicago, IL 60611	
Robert J. Wild	Board Member	(312) 235-1119	30 N. LaSalle St., Ste. 2800 Chicago, IL 60602	Attorney, Krieg DeVault LLP



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: Boys + Girls Clubs of Chicago

Address of Person Doing Business with the County: 550 W. Van Buren #350

Phone number of Person Doing Business with the County: 312 235 8000

Email address of Person Doing Business with the County: _____

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:

Noel Chambers Associate Director of Development
312 235 8049 nchambers@bgcc.org

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: _____

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

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

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

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

Check the box that applies and provide related information where needed

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

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

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

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

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

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

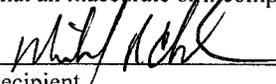
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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  Date  11/7/16

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: 1553-145586

County Using Agency (requesting Procurement): _____

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Boys + Girls Clubs of Chicago

Substantial Owner Complete Name: _____

FEIN# 36-2166997

Date of Birth: _____ E-mail address: _____

Street Address: 550 W. Van Buren #350

City: Chicago State: IL Zip: 60607

Home Phone: () _____ 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: 1/6/16

Name of Person signing (Print): Michael R. Clark Title: Interim President & CEO

Subscribed and sworn to before me this 6 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 PAGES OF EDS

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

Boys + Girls Clubs of Chicago
Corporation's Name

Michael R. Clark
President's Printed Name and Signature

312 235 8000
Telephone

mclark@bgcc.org
Email

[Signature]
Secretary Signature

1/8/16
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 Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this

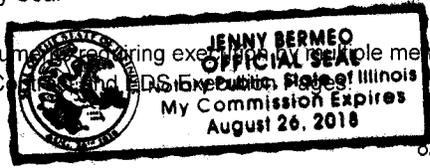
8 day of January, 2016

My commission expires: Aug. 26, 2018

[Signature]
Notary Public Signature

Notary Seal

*If the operating agreement, partnership agreement or governing document requiring execution of this EDS by multiple members, managers, partners, or joint venturers, please complete and execute additional Copies of this EDS Execution Page of Illinois



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:

John P. K.

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 18 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

1553-14558G

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