

PROFESSIONAL SERVICES AGREEMENT

BOND COURT EVALUATION PROJECT

BETWEEN



COOK COUNTY GOVERNMENT

OFFICE OF THE PRESIDENT

AND

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

CONTRACT NO. 1553-14750

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 2

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONTRACTOR 3

 a) Bond Court Evaluation Project Proposal 3

 b) Deliverables 3

 c) Standard of Performance 3

 d) Personnel 4

 e) Minority and Owned Women's Business Enterprises Commitment 4

 f) Insurance 5

 g) Indemnification 6

 h) Confidentiality and Ownership of Documents 6

 i) Patents, Copyrights and Licenses 6

 j) Examination of Records and Audits 7

 k) Subcontracting or Assignment of Agreement or Agreement Funds 7

 l) Professional Social Services 8

ARTICLE 4) TERM OF PERFORMANCE 9

 a) Term of Performance 9

 b) Timeliness of Performance 9

 c) Agreement Extension Option 9

ARTICLE 5) COMPENSATION 10

 a) Basis of Payment 10

 b) Method of Payment 10

 c) Funding 11

 d) Non-Appropriation 11

 e) Taxes 12

 f) Price Reduction 12

 g) Consultant Credits 12

ARTICLE 6) DISPUTES 12

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE
WITH ALL LAWS 12

ARTICLE 8) SPECIAL CONDITIONS..... 13

a) Warranties and Representations..... 13

b) Ethics 14

c) Joint and Several Liability 14

d) Business Documents..... 14

e) Conflicts of Interest 14

f) Non-Liability of Public Officials 15

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION
AND RIGHT TO OFFSET 16

a) Events of Default Defined 16

b) Remedies 16

c) Early Termination 18

d) Suspension..... 18

e) Right to Offset 19

f) Delays..... 19

g) Prepaid Fees..... 19

ARTICLE 10) GENERAL CONDITIONS 19

a) Entire Agreement..... 19

b) Counterparts..... 20

c) Contract Amendments 20

d) Governing Law and Jurisdiction..... 21

e) Severability 21

f) Assigns 21

g) Cooperation 21

h) Waiver 22

i) Independent Consultant..... 22

j) Governmental Joint Purchasing Agreement..... 22

k) Comparable Governmental Procurement 22

l) Force Majure 22

ARTICLE 11) NOTICES 23

ARTICLE 12) AUTHORITY 24

List of Exhibits

- Exhibit 1 Bond Court Evaluation Project Proposal
- Exhibit 2 MacArthur Grant Agreement
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Identification of Subcontractor/Supplier/Subcontractor Form
- Exhibit 5 Electronic Payable Program
- Exhibit 6 MBE/WBE Utilization Plan
- Exhibit 7 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 the Board of Trustees of the University of Illinois, a body corporate and politic organized and existing under the laws of the State of Illinois, doing business as a not-for profit in the State of Illinois, hereinafter referred to as "Consultant".

BACKGROUND

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

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

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

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

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Subcontractor**" means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier.

"**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 Bond Court Evaluation Project Proposal
- Exhibit 2 MacArthur Grant Agreement
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Identification of Subcontractor/Supplier/Subcontractor Form
- Exhibit 5 Electronic Payable Program
- Exhibit 6 MBE/WBE Utilization Plan
- Exhibit 7 Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONTRACTOR

a) **Scope of Services**

This description of Services is intended to be general in nature and is neither a complete description of 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 Exhibit 1 Bond Court Evaluation Project Proposal, which shall be performed in accordance with the applicable requirements of Exhibit 2, MacArthur Grant Agreement.

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 request revisions to 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 terminate 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. 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.

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 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 Exhibit 1. 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.

iii) Salaries and Wages

[Intentionally Omitted].

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. The Consultant's MBE/WBE Utilization Plan, as applicable is attached hereto as Exhibit 6. **There is a zero percent (0%) MBE/WBE goal for this contract.**

f) **Insurance**

Prior to the effective date of this Contract, the Consultant, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below. Evidence of such insurance is attached hereto as Exhibit 3.

Consultant shall require all Subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant or as specified otherwise. Consultant is responsible for any deductibles or self-insured retentions.

The parties acknowledge that coverage is not to be construed to insure the liability of others. By action of the Board of Trustees of the University of Illinois on June 9, 2011, the Program and Plan documents of general liability of a maximum of \$1,000,000 per occurrence, \$3,000,000 annual aggregate. The Program and Plan documents are available on request. While the Program and Plan are in effect as of the date hereof, nothing contained herein shall be construed as precluding said Board of Trustees from modifying, revising, or canceling, in whole or part, the Program or the Plan; however, Consultant agrees to provide County with an advance 30-day notice in the event Program or Plan is canceled in whole or in part.

The University shall be responsible for the payment of worker's compensation and occupational disease benefits, if any is owed, to University staff, in the event of compensable injuries or illness sustained while University staff are assigned to the County pursuant to this Agreement. Consultant represents that it will maintain through its program of self-insurance, coverage equivalent to satisfy the aforementioned insurance limits.

Insurance Notices

The County will not allow the Consultant to commence any work under this Agreement until all insurance required under this Agreement is purchased and evidence of such is received and approved by the Chief Procurement Officer.

Prior to the date on which Consultant commences performance of its part of the work, Consultant shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Consultant. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Consultant's obligations to obtain insurance pursuant to these insurance requirements.

Waiver of Subrogation Endorsements

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) Indemnification

Neither party to this Agreement shall be liable to indemnify for any negligent or intentional acts or omissions chargeable to the other, unless such liability is imposed by law.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that County's proprietary information provided by County to Consultant during the course of this Agreement ("County Confidential Information") is confidential and shall not be disclosed, or be used by Consultant in any way, whether during the term of this Agreement or any time thereafter, except solely as required in the course of Consultant's performance of services hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting the County and will not disclose any of County's proprietary nonpublic records, materials, or other data to any unaffiliated third party.

All documents, data supplied by the County, studies, reports, work product or product created as a result of the performance of services of this Agreement (the "Documents") shall be included in the Deliverables and shall be the property of the County. It shall be a breach of this Agreement for the Consultant to reproduce or use County Confidential Information, or reproduce or use any proprietary non-published documents data, or product obtained from the County for its own purposes or for that of any unaffiliated third party, except solely as required in the course of Consultant's performance of services hereunder. During the performance of the services herein, Consultant shall be responsible for any loss or damage to the Documents while they are in its possession, and any such lost or damaged shall be restored at the expense of the Consultant. Full access to the Consultant's work during the preparation of the Documents shall be available to the County to the extent permitted by law. In the event Consultant utilizes any of its own proprietary or confidential information in whatever form during the performance of duties under this Agreement, it must be clearly marked as such.

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.

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 Agreement, 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 Agreement, 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 Agreement.

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~~ Agreement, 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.

k) Subcontracting or Assignment of Agreement or Agreement Funds

Once awarded, this Agreement 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 Agreement. The Consultant shall not transfer or assign any Agreement 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 Agreement, in whole or in part, or the unauthorized transfer or assignment of any Agreement 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 Agreement, 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 Agreement by completing the Identification of Subcontractor/Supplier/ Subcontractor Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Agreement. Consultant shall incorporate into all subcontracts all of the provisions of the Agreement 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 Contractors 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.

I) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Contractors or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the 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 May 15, 2016 ("**Effective Date**") and continue until August 31, 2016 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

The County may also terminate all or any portion of this Agreement immediately in the event funding made available to the County under the MacArthur Grant Agreement attached hereto as Exhibit 2.

b) Timeliness of Performance

Consultant must provide the Services and Deliverables within the term provided by Exhibit 2, MacArthur Grant Agreement. In the event the Services or Deliverables cannot be completed within that time frame, the Parties understand and agree that payments for Services and Deliverables performed or provided outside the term of the Grant shall be subject to approval by the Grantor.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for an additional one-year period 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. Notwithstanding the foregoing, the parties understand and agree that extension of the term of the MacArthur Grant Agreement is a condition precedent to extending the term of this Agreement.

ARTICLE 5) COMPENSATION

a) **Basis of Payment**

The County will pay Consultant with funds provided through the MacArthur Grant Agreement attached hereto as Exhibit 2 upon the successful completion of services. **The total amount payable by the County shall not exceed Fifty One Thousand and Five Hundred Dollars and Zero Cents (\$51, 500).**

Approved expenditures consist of expenditures incurred by the Consultant to procure the items and/or services set forth in Exhibit 1 ("Reimbursable Items"). The Consultant shall be responsible for procuring the Reimbursable Items in accordance with its own procurement procedures, provided that such procurement procedures are consistent with the guidelines set forth in the MacArthur Grant Agreement governing the use of the Grant funds. Except as expressly set forth in Exhibit 1 the County shall not be liable for the payment of incidental expenses relating to the Reimbursable Items.

The Consultant shall be entitled to submit reimbursement requests to the County only when the Consultant has become legally obligated to make the payment which is the subject of the reimbursement request. The submission of a reimbursement request constitutes a representation by Consultant that it has actually procured or provided the Reimbursable Items and/or, if the reimbursement request is being made in part or in full pursuant to contractor invoice(s), Consultant has reviewed and approved the contractor invoice(s) that are the subject of the reimbursement request.

b) **Method of Payment**

All invoices submitted by the Consultant shall be in accordance with the cost provisions according to the Scope of Services and 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 Agreement 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 1, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 1 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

[Intentionally Omitted].

g) Consultant Credits

[Intentionally Omitted].

ARTICLE 6) DISPUTES

Any dispute arising under the Agreement 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 Agreement 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 Agreement 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 Agreement including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Additionally, The Consultant agrees to adhere to all provisions imposed upon the County under Exhibit 2 MacArthur Grant Agreement. Assurance of compliance with this requirement by the Consultant's employees, its 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) Representations and Certifications

In connection with signing and carrying out this Agreement, Consultant:

- i) agrees 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) agrees 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) agrees 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) agrees 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 agreement 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 agrees:
 - (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

[Intentionally Omitted].

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 agrees 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 Agreement that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) [Intentionally Omitted].
- 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 agrees 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.
- 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 in accordance with Exhibit 1 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 revise Deliverables that were rejected as erroneous or unsatisfactory pursuant to Article III (b) 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.

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 terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- ii) The right of specific performance to seek an injunction or any other appropriate equitable remedy;
- iii) The right to seek money damages;
- iv) The right to withhold the remaining or unpaid part of Consultant's compensation under this Agreement;
- v) 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, she 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 costs incurred after the effective date of termination is subject to approval by the Granting Authority and/or extension of the term of the MacArthur Grant Agreement attached as Exhibit 2. 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 performed in accordance with Exhibit 1 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

[Intentionally omitted]

e) **Right to Offset**

[Intentionally omitted]

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 Agreement.

g) **Prepaid Fees**

In the event this Agreement 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 thirty (30) 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) **Amendments**

The parties may during the term of the Agreement make amendments to the Agreement but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Agreements not approved by the Board, the Chief Procurement Officer may amend an Agreement provided that any such amendment does not extend the Agreement 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 Agreement beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Agreement 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 Agreement. Any amendments to this Agreement 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. Agreement Amendments, no Using Agency or employee thereof has authority to make any amendment to this Agreement.

d) Governing Law and Jurisdiction

This Agreement shall be governed by and construed under the laws of the State of Illinois, without reference to its conflicts of law provisions. Any claims against Consultant must be filed in accordance with the Illinois Court of Claims Act.

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.
- iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

[Intentionally omitted]

k) Comparable Government Procurement

[Intentionally Omitted]

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 Agreement 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
Chicago, Illinois 60602
Attention: Lanetta Haynes Turner, Department Director

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:
The Board of Trustees of the University of Illinois
Office of Sponsored Programs and Research Administration
1901 South First Street, Suite A
Champaign IL 61820
Attn: AVCR/Director, OSPRA

If to Consultant :
(technical) University of Illinois
Institute of Government and Public Affairs
Center for Public Safety and Justice
2930 Montvale Drive, Suite B
Springfield, IL 62704
Attn: Dr. Laura Kunard

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

Bond Court Evaluation Project Proposal

PROPOSAL

To: Office of Cook County Board President Toni Preckwinkle,
Justice Advisory Council

From: Institute for Research on Race and Public Policy, University of Illinois at Chicago

For: Bond Court Evaluation Project

Scope of Work

Overview

This study builds on previous research conducted by Dr. Laura Kunard and Dr. Cedric Herring and reported to the Justice Advisory Council in May of 2015. That project attempted to answer 4 research questions:

1. Did the changes to Cook County Central Bond Court have an impact on the proportion of defendants receiving I-Bonds or electronic monitoring?
2. Did the changes to Cook County Central Bond Court have an impact on the amount of bond ordered by the court, i.e. a reduction in the amount of bond?
3. Did motions to reconsider have an impact on the proportion of defendants receiving I-Bonds or electronic monitoring?
4. Did motions to reconsider have an impact on the amount of bond ordered by the court, i.e. a reduction in the amount of bond?

This project adds a fifth:

5. Have the recent changes to Cook County Central Bond Court positively affected relations among family members, public defenders, and investigators? Have the new processes and procedures built trust among courtroom actors?

Research Protocol

In order to answer the research question set out above, this study will take place over a period of 3 months. Please note that this research protocol will be subject to the University of Illinois at Chicago's Institutional Review Board (IRB) process and the study will commence in earnest only after approval has been obtained.

This project aims to answer research question 5 (above) regarding the level of trust between family members, public defenders and investigators. Research indicates that measures of *procedural justice* are excellent proxy for building trust.¹ *Procedural justice* refers to the idea of fairness in the processes that resolve disputes and allocate resources. It concerns the fairness and the transparency of the processes by which decisions are made.

Methodology

This study will aim to measure procedural justice through *structured interviews* with family members who have a loved one going through bond court. The brief interview schedule will include questions about the primary tenets of procedural justice, which include processes vs. outcomes, fairness, voice, consistency in rule application, transparency of process, and impartiality.

Scope of Services²

IRRPP will provide the following services to Justice Advisory Council as a component of their research on Bond Court.

- Meet with the Justice Advisory Council and Terry Soto to finalize contract and formal obligations.
- Hire and train a research assistant to work on the project (by June 15)
- Develop interview instrument for family members, including pilot testing and revisions (by July 5)
- Arrange interviews with community based organizations (by July 5)
- Conduct 25 individual interviews and 4 focus group sessions (or enough data collection points until the data is saturated and themes are emerging clearly) (by July 15)
- Analyze data (by July 31)
- Prepare preliminary report and distribute to the Justice Advisory Council and Terry Soto (by July 20)
- Meeting to solicit input and recommendations for revisions (by July 31)
- Revise report and submit it as final product (by August 31)

¹ Tom R. Tyler. *Public Trust and Confidence in Legal Authorities: What Do Majority and Minority Group Members Want for the Law and Legal Institutions?* 19 BEHAVIORAL SCIENCES & the LAW. 215 (2001)

Summary of Project Staff

This project will be directed by criminologist Beth E. Richie, Ph.D. Beth E. Richie is Professor of African American Studies and Criminology, Law, and Justice at the University of Illinois at Chicago (UIC). Her scholarly and activist work focuses on the experiences of African American battered women and sexual assault survivors, and emphasizes how race/ethnicity and social position affect women's experience of violence and incarceration. Dr. Richie is a qualitative researcher and the author of numerous articles concerning Black feminism and gender violence, race and criminal justice policy, and the social dynamics around issues of sexuality, families, and grassroots organizations in African American communities.

Her first book, *Compelled to Crime: the Gender Entrapment of Black Battered Women*, is taught in many college courses and is cited in the popular press for its original arguments concerning race, gender and crime. Her most recent book, *Arrested Justice: Black Women, Violence and America's Prison Nation*, chronicles the evolution of the contemporary anti-violence movement during a period of mass incarceration in the United States. Dr. Richie's work has been supported by grants from the Robert Wood Johnson Foundation, the Ford Foundation, the National Institute for Justice, and the National Institute of Corrections. She has been awarded, among others, the Audre Lorde Legacy Award from the Union Institute, the Advocacy Award from the US Department of Health and Human Services, and the Visionary Award from the Violence Intervention Project. Dr. Richie is also a board member of the Woods Fund of Chicago, the Institute on Domestic Violence in the African Community, and the Center for Fathers' Families and Public Policy. She is a founding member of INCITE!: Women of Color Against Violence.

A graduate research assistant will be employed through the university's Chicago campus for assistance with data collection, analysis, interpretation and conclusions.

About the Institute for Research on Race and Public Policy

The Institute for Research on Race and Public Policy at the University of Illinois at Chicago promotes and coordinated engaged research on racial and ethnic justice in the U.S. Our mission is to increase society's understandings of the root causes of racial and ethnic inequality and to provide the public, organizers, practitioners, and policymakers with research-based policy solutions. To fulfill that mission, IRRPP funds research on race and ethnicity, trains scholars to participate in policy discussions, collaborates on social justice projects with community organizations, and holds events exploring the link between policy and racial and ethnic injustice.

The amount of the grant will be \$51,500.00. The grant ends August 31, 2016.

EXHIBIT 2

MacArthur Grant Agreement

MacArthur Foundation

January 16, 2015

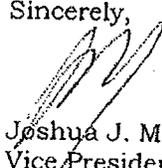
Ms. Lanetta Hayes Turner
Executive Director
Cook County Justice Advisory Council
69 W. Washington
Suite 1110
Chicago, IL 60602

Dear Ms. Turner:

It is my pleasure to inform you that the MacArthur Foundation has awarded a grant in the amount of \$450,000 to the Cook County Justice Advisory Council in support of your refinement and expansion of a model demonstration project to improve the fairness and effectiveness of Central Bond Court hearings and to reduce unnecessary pretrial detention. The terms and conditions of this grant are described in the enclosed agreement. We ask that an authorized representative of your organization execute the agreement and return it to my attention. If you or your staff have any questions on the contents of the agreement, please contact Steven Casey, Manager, Grants and Budget, at (312) 516-1642.

We wish you every success in your important work which we are pleased to support.

Sincerely,



Joshua J. Mintz
Vice President and General Counsel

Enclosure
Grant No. 14-107592-000-USP

John D. and Catherine T. MacArthur Foundation
140 South Dearborn St., Suite 1200 Chicago, Illinois 60603-5285
Telephone 312.516.0208 www.macfound.org

AGREEMENT

THE GRANTEE AND GRANTOR (AS SET FORTH BELOW) HEREBY AGREE AS FOLLOWS:

DATE: January 16, 2015

GRANT NO.: 14-107592-000-USP

GRANTEE: Cook County Justice Advisory Council
69 W. Washington
Suite 1110
Chicago, IL 60602
("your organization")

GRANTOR: John D. and Catherine T. MacArthur Foundation
140 South Dearborn Street, Suite 1200
Chicago, Illinois 60603-5285
(the "Foundation")

GRANT AMOUNT: U.S. \$450,000

PURPOSE OF GRANT: In support of your organization's refinement and expansion of a model demonstration project to improve the fairness and effectiveness of Central Bond Court hearings and to reduce unnecessary pretrial detention (the "Purpose")

FOR USE OVER THE PERIOD: October 1, 2014 - September 30, 2015

EXPECTED PAYMENT SCHEDULE, as may be amended by the Foundation from time to time (the "Payment Schedule"):

Initial Installment: U.S. \$450,000, paid in a single lump sum

WRITTEN REPORTS DUE, as may be amended from time to time upon written authorization from the Foundation (the "Due Dates"):

October 31, 2015: Final Report, covering the entire life of the grant

OTHER TERMS AND CONDITIONS:

1. **PAYMENT TERMS:** (A) Payment of the grant funds is expected to be made as indicated in the Payment Schedule above, *provided* your organization is in compliance with all terms and conditions of this agreement at the time of each scheduled payment.

(B) The initial installment of the grant funds will be made within ninety (90) days after receipt by the Foundation of a fully-executed copy of this agreement and all necessary tax documents.
2. **BANK ACCOUNTS:** Grant funds shall be deposited in an interest-bearing account whenever feasible. Any grant funds, and income earned thereon, not expended or committed for the purposes of the grant, will be returned to the Foundation.
3. **USE OF FUNDS:** (A) Under United States law, Foundation grant funds, and income earned thereon, may be expended only for charitable, religious, scientific, literary or educational purposes. This grant is made only for the Purpose stated above, and it is understood that these grant funds will be used only for such Purpose, substantially in accordance with the proposal submitted by your organization on or about November 4, 2014 and the budget submitted by your organization on or about August 29, 2014 (the "approved budget"), subject to the terms of this agreement. Your organization agrees to obtain the Foundation's prior approval in writing should there be any material changes or variances

to the approved budget, including the timing of expenditures, at any point during the course of this grant.

(B) Your organization confirms that this project is under its complete control. Your organization further confirms that it has and will exercise control over the process of selecting any secondary grantee or consultant, that the decision made or that will be made on any such selection is completely independent of the Foundation and, further, that there does not exist an agreement, written or oral, under which the Foundation has caused or may cause the selection of a secondary grantee or consultant.

(C) RESTRICTIONS ON USE OF FUNDS: (1) In connection with the activities to be funded under this grant, your organization acknowledges that it is responsible for complying with all relevant laws and regulations of the countries in which such activities are conducted.

(2) Your organization hereby confirms that Foundation grant funds will not be used to carry on propaganda, to lobby or otherwise attempt to influence legislation or to conduct any activities described in Sections 4945(d) and (e) of the United States Internal Revenue Code and the Treasury Regulations thereunder. Your organization further confirms that the primary purpose of undertaking the work described in your organization's proposal is not for use in lobbying. For your information, enclosed is a summary of the types of activities prohibited under Section 4945 of the United States Internal Revenue Code. Further questions regarding impermissible activities should be directed to your organization's tax or legal advisor.

(3) Your organization agrees that Foundation grant funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224.

4. WRITTEN REPORTS: (A) Written reports are to be furnished to the Foundation covering each year in which your organization receives or expends any portion of the grant funds until the Foundation's grant funds, and any income earned thereon are expended in full or the grant is otherwise terminated. The written reports for this grant are due no later than the Due Dates specified on Page 1 of this agreement. The written reports may be submitted electronically through the Foundation's secure website. Instructions for the electronic submission will be sent to your organization under separate cover. Alternatively, hard paper copies of the written reports, signed by an officer of your organization, may be sent to the Foundation to the attention of Steven Casey, Manager, Grants and Budget, US Programs.

(B) Each written report should contain a narrative and financial account of what was accomplished by the expenditure of the grant funds during the period covered by the report. The narrative account should contain a detailed description of what was accomplished by the grant, including a description of the progress made toward achieving the goals of the grant and an assurance that the activities under the grant have been conducted in conformity with the terms of the grant. The financial account should contain a financial statement reporting, in U.S. dollars, all expenditures of the grant funds and any income earned thereon during the period covered by the report.

5. INTELLECTUAL PROPERTY: (A) In countersigning this agreement, your organization acknowledges that it has read the Foundation's Policy Regarding Intellectual Property Arising Out of the Use of Foundation Funds (the "Policy"; Attachment I hereto). Except as may otherwise be provided herein, all copyright interest in materials produced as a result of this grant (the "Grant Work Product") shall be owned by your organization. To effect the widest possible distribution of the Grant Work Product and to ensure that it furthers charitable purposes and benefits the public, your organization hereby grants to the Foundation a non-exclusive, transferable, perpetual, irrevocable, royalty-free, paid-up, worldwide license to use, display, perform, reproduce, publish, copy, and distribute, for non-commercial purposes, the Grant Work Product and any other work product arising out of or resulting from your organization's use (including digital or electronic or other media) of these funds, including all intellectual property rights appurtenant thereto, and to sublicense to third parties the rights described herein. Without limiting the foregoing, such license includes the right of the Foundation to publish the Grant Work Product on the Foundation's website in connection with the Foundation's work with and support of your organization, and for use in periodic public reports, press releases, and fact sheets about the Foundation's grantmaking. Your organization further acknowledges and agrees, at the Foundation's request, to execute any additional documents necessary to effect such license.

(B) To the extent that, as part of any arrangement with any subcontractor, subgrantee, or other party working on matters related to this grant and receiving the benefit of the grant funds (a "Third Party"), the intellectual property rights in the Grant Work Product is to be owned by such Third Party, your organization agrees to require that the Foundation be granted a license in such Grant Work Product in a form reasonably acceptable to the Foundation.

(C) Except as stated in Paragraph 5(A) herein, and as you may be otherwise notified by the Foundation, it is the Foundation's policy not to ordinarily use the license granted herein if the Grant Work Product is otherwise made widely available through a means and on terms (including any cost to the public and timeliness of publication) satisfactory to the Foundation. Under the Foundation's Policy, the Foundation will consider also releasing such license at the request of your organization if it is demonstrated to the Foundation's satisfaction that such release is necessary in connection with a publication or distribution plan that will make the Grant Work Product widely available at a reasonable or little cost, such as through scholarly publication, open access journals, or use of a suitable Creative Commons license.

6. RESEARCH INVOLVING HUMAN SUBJECTS: (A) Attached to this agreement are the following: (1) a copy of the Foundation's policy governing research involving human subjects (Attachment II); and (2) a certification form to be completed and returned to the Foundation prior to the initiation of any research involving human subjects (Attachment III). This policy applies to all subgrants and subcontracts awarded by your organization in its conduct of the work supported under this grant.

(B) Your organization represents that a portion of the grant funds will be used by it or a subgrantee or subcontractor to conduct research involving human subjects and to enter into agreements with third party entities that will conduct research involving human subjects, all as described in the Proposal.

(C) Your organization represents that (i) it or a subgrantee or subcontractor is currently registered with the Office for Human Research Protections ("OHRP") of the U.S. Department of Health and Human Services and (ii) it or a subgrantee or subcontractor has a current FederalWide Assurance ("FWA") and institutional review board ("IRB") certification, which will be applicable to the research under this grant (and that such FWA and IRB contain the principles and policies set forth in 45 C.F.R. Part 46). Pursuant to this arrangement, your organization will oversee the review and conduct of human subjects research undertaken by each entity or institution that will be performing human subjects research pursuant to this grant. In addition, your organization acknowledges that it bears full responsibility for the proper performance of all research involving human subjects under this grant in accordance with applicable law.

7. USE OF NAME: Your organization acknowledges that the name and mark "John D. and Catherine T. MacArthur Foundation" and all variations thereof and any other names and marks comprising the name or mark "MacArthur" (the "MacArthur Name"), are the sole and exclusive property of the Foundation, that any and all uses of the MacArthur Name by your organization shall inure solely to the benefit of the Foundation, and that your organization shall not acquire any right, title or interest in any MacArthur Name. All uses of any MacArthur Name by your organization in any manner shall be subject to inspection by and approval of the Foundation, which approval may be granted or withheld in the sole and absolute discretion of the Foundation. Upon termination of this agreement, or at the request of the Foundation at any time, your organization shall immediately discontinue and forever thereafter desist from any and all use of any MacArthur Name and shall either destroy or deliver to the Foundation, at no charge to the Foundation, stationery, brochures, proposed paid media and other similar materials bearing any MacArthur Name that then are in the possession or control of your organization.
8. PUBLICATIONS: Two copies of any publications produced or disseminated wholly or in part with these grant funds will be furnished to the Foundation. Unless otherwise notified by the Foundation, such publications should include a simple acknowledgment of the grant support from the Foundation.
9. EVALUATING OPERATIONS: The Foundation may monitor and conduct an evaluation of operations under this grant, which may include a visit from Foundation personnel to observe your organization's program, discuss the program with your organization's personnel, and review financial and other records and materials connected with the activities financed by this grant.

10. **FOUNDATION GRANT REPORTS:** The Foundation may include basic information about this grant through a variety of public channels, including press releases, publications, videos, social media, and the Foundation's website. If there are special considerations concerning the public announcement of this grant at your organization, if you plan to issue a public announcement of the grant, or if you would like to coordinate a public announcement of the grant with the Foundation's announcement, please reach out to the Foundation's Office of Public Affairs.
11. **RIGHT TO DISCONTINUE FUNDING, RESCIND PAYMENTS, AND REQUIRE RETURN OF UNSPENT FUNDS:** The Foundation may, in its sole discretion, discontinue or suspend funding, rescind payments made or demand return of any unspent funds based on any of the following: (a) the written reports required herein are not submitted to the Foundation on a timely basis, (b) the reports do not comply with the terms of this agreement or fail to contain adequate information to allow the Foundation to determine the funds have been used for their intended charitable purposes, (c) grant funds have not been used for their intended charitable purposes or have been used inconsistent with the terms of this agreement, (d) the Foundation is not satisfied with the progress of the activities funded by the grant, (e) the purposes for which the grant was made cannot be accomplished, or (f) making any payment might, in the judgment of the Foundation, expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure. The Foundation will provide notice of any determinations made under this paragraph. In the event the Foundation takes action permitted by this paragraph solely based on (d) and (e), and your organization provides documentation that it has incurred obligations consistent with the terms of the grant in good faith reliance on the grant agreement and the approved budget, the Foundation will consider in good faith permitting grant funds to be used to pay such obligations.
12. **RIGHT TO RECOVER SPENT FUNDS:** Your organization will repay the Foundation, upon demand, the amount of any funds spent for purposes inconsistent with or contrary to the grant agreement or the approved budget.
13. **U.S. TAX STATUS:** By countersigning this agreement, your organization confirms that it was formed pursuant to an Illinois statute and Cook County ordinance, and it qualifies as a public charity under Section 509(a)(1) and Section 170(b)(1)(A)(V) of the Internal Revenue Code (the "Code") as a governmental entity. If such determination or status under the Code is revoked or modified during the course of this grant, your organization hereby agrees to notify the Foundation and, upon request, promptly return any unspent grant funds to the Foundation as of the date of such change.
14. **MODIFICATION OF TERMS:** The terms of this agreement may be modified only by an agreement signed by an officer of your organization and a corporate officer of the Foundation. Any modifications made by your organization to this printed agreement (whether handwritten or otherwise) will not be considered binding on the Foundation until written confirmation of such modification is obtained from the Foundation.
15. **HEADINGS:** The section headings in this agreement are for convenience only and are not intended, and shall not be construed, to alter, limit or enlarge in any way the scope or meaning of the language contained in this agreement.
16. **ENTIRE AGREEMENT:** This agreement represents the entire agreement between your organization and the Foundation with respect to the subject matter herein and supersedes any and all prior agreements, understandings, negotiations, representations and discussions with respect thereto. This agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
17. **DUE AUTHORITY:** **The person(s) signing this agreement on behalf of your organization represents and warrants to the Foundation that s/he is an officer of your organization and has requisite legal power and authority to execute this agreement on behalf of your organization and bind your organization to the obligations herein.**

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the day and date first written above.

**JOHN D. AND CATHERINE T.
MacARTHUR FOUNDATION**

COOK COUNTY JUSTICE ADVISORY COUNCIL

By: [Signature]
Joshua J. Mintz
Its: Vice President and General Counsel

By: [Signature]
Signature
Its: Executive Director
Title

Acceptance Date: Jan 23, 2015

To facilitate receipt of the grant funds, complete the following and return the fully-signed agreement to Joshua J. Mintz, Vice President and General Counsel of the MacArthur Foundation, 140 South Dearborn Street, Suite 1200, Chicago, Illinois 60603-5285.

Payment should be made payable to COOK COUNTY JUSTICE ADVISORY COUNCIL

Please provide mailing instructions below for the remittance or attach wire transfer instructions. Please note that bank fees may be charged to the recipient by the bank(s) processing the wire transfer.

Contact Name: Lanetta Haynes Turner
Title: Executive Director
Organization: Justice Advisory Council
Address: 69 W. Washington
Suite 1110
Phone (optional): 312-603-1136
E-Mail (optional): _____

**ATTEMPTS TO INFLUENCE LEGISLATION
BY MacARTHUR FOUNDATION GRANTEES**

Under United States law, MacArthur Foundation grant monies may not be used to pay for attempts to influence legislation, unless they qualify under certain specific exceptions. (These laws do not affect how grantees may spend money received from other sources.) This paper will generally describe what activities are regarded as attempts to influence legislation and some of the exceptions available. Also, attached is a chart describing some permissible and prohibited public policy activities.

Lobbying

Attempts to influence legislation, commonly known as lobbying, may be of two types, direct or indirect:

Direct Lobbying

Direct lobbying refers to certain communications directly with government personnel who are involved in the legislative process. They may be legislators or employees of legislative bodies, or other government personnel who participate in the formulation of the legislation concerned.

A communication with these government personnel will be lobbying only if it both refers to specific legislation and indicates a view on that legislation.

Indirect Lobbying

Indirect (or "grass roots") lobbying refers to communications with members of the general public. Certain "public relations" or educational activities may constitute indirect lobbying, and others will not. Indirect lobbying communications include only communications that (1) refer to specific legislation, (2) indicate a view on the legislation, and (3) encourage the recipient of the communication to take action with respect to the legislation.

Specific Legislation

"Specific legislation" includes both legislation that has already been introduced in a legislative body and a specific legislative proposal.

Legislation

Legislation refers only to action by a legislative body -- such as a congress, senate, chamber of deputies, house of representatives, state legislature, local council or municipal chamber of representatives -- or by the public in a referendum or similar

procedure. Legislation of the United States or any other country or of any local government is included.

Legislation also includes proposed treaties required to be submitted by the President of the United States to the Senate for its advice and consent from the time the President's representative begins to negotiate its position with the prospective parties to the proposed treaties.

Action by an executive or by a judicial or administrative body does not constitute legislation, so attempts to influence such action do not constitute lobbying.

Encouraging Recipient to Take Action

A communication may encourage the recipient to take action with respect to legislation, and therefore meet the third test for indirect lobbying, in any one of the following four ways:

1. It may state that the recipient should contact a legislator (or other government official or employee who may be involved in the legislation).
2. It may state the address, telephone number, or similar information of a legislator or an employee of a legislative body.
3. It may provide a petition, tear-off postcard, or similar materials for the recipient to send to a legislator or other government official or employee.
4. It may specifically identify one or more legislators who will vote as:
 - a. opposing the communication's view with respect to the legislation,
 - b. undecided about the legislation,
 - c. the recipient's legislative representative, or
 - d. a member of the legislative committee that will consider the legislation.

Exceptions

There are a few specific exceptions from prohibited lobbying. The most important of these for MacArthur Foundation grantees are the exception for examinations and discussions of broad social, economic, and similar problems and the exception for nonpartisan analysis, study, or research.

A communication regarding broad social, economic, and similar problems will not constitute lobbying, even if the problems discussed are of a type with

PERMISSIBLE AND PROHIBITED ACTIVITIES***Some Permissible Public Policy Activities***

1. Meetings with or letters to government officials, including legislators, about a problem needing a legislative solution, so long as there is either no reference to specific legislation or no view expressed on specific legislation.
2. Communications with members of the general public about a social problem, so long as there is either no reference to specific legislation, no position taken on the legislation or no encouragement of the public to contact legislators or other government personnel concerning the legislation.
3. Meetings with or letters to government personnel other than legislators or their staff (such as mayors, governors or their staff) about specific legislation if the personnel contacted are not participating in formulating the legislation.
4. Efforts to influence regulations or other actions of an executive, judicial or administrative body.
5. Public interest lawsuits.
6. Communications directly to legislators or their staff regarding legislation that might affect the communicating organization's existence, powers and duties, or its exemption from taxes.
7. Responding to written requests from a legislative body or committee (but not one legislator) for technical advice or assistance on particular legislation.
8. Communicating the results of nonpartisan analysis, study or research on a legislative issue, so long as there is no direct encouragement of members of the general public to contact legislators or other government personnel concerning the legislation.

Some Prohibited Public Policy Activities

1. A letter to or meeting with a legislator encouraging the legislator to vote either for or against specific legislation or to submit a specific legislative proposal to the legislature.
2. An advertisement or pamphlet encouraging people to contact their legislators and to urge them to vote for or against specific legislation.
3. A public meeting where individuals are asked to sign a petition urging legislators to vote for or against specific legislation.
4. Publishing articles and producing radio and television broadcasts urging recipients to become involved in a political campaign on behalf of or in opposition to a candidate.
5. Preparing a fact sheet for a legislative committee describing one view of proposed legislation important to an organization's objectives, when such fact sheet has not been requested in writing by the committee.

ATTACHMENT I

POLICY REGARDING INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF FOUNDATION FUNDS

Introduction

Foundation grants often result in tangible products, such as reports, papers, research, data sets, books, film or television documentaries, or radio programs ("Grant Work Product"). This Policy addresses the ownership, use, copyright to, and distribution of the Grant Work Product by balancing the interests of the Foundation with the interests of the grantee and other interested parties. The Foundation is cognizant that fast-evolving technological advances are impacting the manner and method by which knowledge in whatever form can be protected and distributed and the Foundation will evaluate this Policy in light of experience.

Policy

The Foundation's policy is to ensure that the Grant Work Product furthers charitable purposes and benefits the public. To that end, the Foundation seeks prompt and broad dissemination of the Grant Work Product at minimal cost or, when justified, at a reasonable cost.

The Foundation encourages openness in research and freedom of access to underlying data by persons with a serious interest in the research. Grantees are also encouraged to explore opportunities to use existing and emerging internet distribution models and, when appropriate, open access journals, Creative Commons license or similar mechanisms that result in broad access for the interested field and public.

The Foundation recognizes there may be circumstances where limited or delayed dissemination of Grant Work Product or limited access to data may be appropriate to protect legitimate interests of the grantee, other funders, principal investigators or participants in research studies. Such circumstances will be evaluated on a case-by-case basis.

Intellectual property rights (including copyright and patent rights) should not be used to limit or deny access to the Grant Work Product, to result in exclusive use of such Grant Work Product, or to create revenue that is not used for charitable purposes. While copyright to the Grant Work Product will ordinarily remain with the grantee, the Foundation will require that it be granted a no-cost assignable license to use or publish the Grant Work Product. The Foundation will exercise the license only if the grantee does not or cannot provide for broad and prompt dissemination consistent with this Policy. The Foundation may forego a license if the Foundation is reasonably satisfied that other appropriate arrangements will be implemented that will assure prompt public dissemination of the Grant Work Product.

In all instances, the Foundation will agree to suitable terms at the time a grant is made based on the facts to ensure the objectives of the Policy are met while respecting appropriate interests of others.

This Policy is effective September 18, 2008.

**STATEMENT OF POLICY REGARDING BIOMEDICAL
AND BEHAVIORAL RESEARCH INVOLVING
HUMAN SUBJECTS**

Safeguarding the rights and welfare of human subjects involved in biomedical and behavioral research supported by the Foundation is principally the responsibility of the grantee institution, the principal investigator, and the individual researchers. The Foundation's role is to ensure that a process is in place so that this responsibility is adequately discharged in accordance with applicable law.

~~It is, therefore, the policy of the Foundation that no research involving human subjects shall be initiated using Foundation funds unless assurances satisfactory to the Foundation's professional staff are obtained that: (a) the rights and welfare of the subjects involved in the research are adequately protected; (b) the methods used to obtain freely-given, informed consent of subjects are adequate and appropriate (or if such consent is not to be obtained, justification for waiver of such consent); (c) the balance of risks and potential benefits to the subjects are deemed reasonable and acceptable by the research investigator and by the subjects; and (d) the research will be carried out consistent with applicable laws, regulations and guidelines for the protection of human subjects research in the country in which such research is being conducted.~~

The Foundation recognizes social, economic and cultural circumstances vary from country to country. In implementing this policy, the Foundation will consider the context in which the research is conducted while seeking to ensure that grantee institutions treat individuals with respect, minimize risk to its research subjects and protect vulnerable populations as institutions conduct research.

Applicability

This policy applies to activities that constitute "research involving human subjects" as defined in the United States Department of Health and Human Services ("DHHS") regulations for the protection of human subjects (45 Code of Federal Regulations 46, the "Code"). The appendix to this policy provides relevant definitions under the Code.

U.S. Institutions

Grantees located in the United States with an Institutional Review Board ("IRB") recognized by the DHHS or an equivalent research ethics committee (an "Equivalent IRB") must certify to the Foundation substantially in the form attached hereto that: (a) there is on file with the DHHS Office for Human Research Protections ("OHRP") a FederalWide Assurance, satisfactory to the OHRP, under which the research supported by Foundation funds will be conducted; and (b) such research has been reviewed and found acceptable by an IRB or Equivalent IRB. Unless waived by the Foundation, these requirements apply to United States' grantees conducting research in another country. In such cases, it is also the responsibility of the grantee institution, the principal investigator, and the individual researchers to conduct the research in conformance with the laws, regulations, and guidelines for the protection of human subjects of the country in which the research is conducted. A waiver of requirements must be signed by the program officer at the Foundation responsible for the grant with concurrence by the legal department.

In the absence of an IRB or an Equivalent IRB, a U.S. institution must provide to the Foundation documentation that the research is not subject to the requirements of the Code. This can include a legal opinion, documentation or other analysis satisfactory to the Foundation that the requirements of the Code are not applicable. The institution must represent that the research, will be conducted consistent with the essential protections set forth in the Code (i.e., a set of protocols, informed consent of subjects, protections for vulnerable populations such as minors, privacy of subjects, etc.). Additionally, U.S. institutions that do not have an IRB or an Equivalent IRB will be required to provide documents or other evidence that each of the researchers engaged in the research to be supported by the Foundation have participated or will participate in a training course relating to the conduct of human subjects research. Any waiver of these requirements must be signed by the program officer at the Foundation responsible for the grant with concurrence by the legal department.

If the human subjects research involves biomedical research or vulnerable populations such as children, the Foundation will ordinarily require the institution to seek review for the research by an IRB or an Equivalent IRB.

© THE FOUNDATION FOR NATIONAL COMMUNITY DEVELOPMENT

APPENDIX

The review and conduct of research involving human subjects is regulated under Title 45 Section 46 of the Code of Federal Regulations (45 CFR 46). Although not all human subjects research falls under the purview of 45 CFR 46, these regulations provide a reasonable framework for ensuring oversight and protections of human subjects involved in research. Therefore, for purposes of the Foundation's Statement of Policy Regarding Biomedical and Behavioral Research Involving Human Subjects, the terms listed below shall have the meanings ascribed to them in 45 CFR 46.

Research. The regulations define "**research**" as an activity that (a) involves a systematic investigation and (b) is designed to develop or contribute to generalizable knowledge.

Systematic Investigation. A systematic investigation is generally understood to mean a research plan that involves the collection and analysis of data to answer a specific question, test a hypothesis, or develop a theory. Research that contributes to generalizable knowledge includes research conducted with the intent of using its conclusions to develop or contribute to a general body of knowledge.

Contribution to Generalizable Knowledge. Studies that involve interviews, questionnaires, analysis of stored data, trials of experimental drugs or devices, the results of which will be shared broadly will constitute research under the terms of this policy. In contrast, research that is not shared beyond the institution conducting the research would generally not be considered "research" for purposes of this policy.

Human Subjects Research. The research involves **human subjects** if such research involves a living individual about whom an investigator conducting research obtains (1) data through **intervention** (by physical procedures or manipulation of the subject's environment) or **interaction** with the individual through interpersonal contact by a survey or interview, for example, or (2) **identifiable private information**.

Private information includes information about behavior that occurs in a context in which an individual can reasonably expect that no observation or recording is taking place, and information which has been provided for specific purposes by an individual and which the individual can reasonably expect will not be made public (for example, a medical record). Private information must be individually identifiable (*i.e.*, the identity of the subject is or may readily be ascertained by the investigator or associated with the information) in order for obtaining the information to constitute research involving human subjects.

EXHIBIT 3

Evidence of Insurance

CERTIFICATE OF COVERAGE

ISSUE DATE(MM/DD/YY):

12/16/2015

**THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS**

c/o University Office of
Risk Management
506 S. Wright St., 247 HAB
Urbana, Illinois 61801

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES OR SELF INSURANCE LISTED BELOW.

SOURCES OF COVERAGE

COVERAGE LETTER	A	UNIVERSITY OF ILLINOIS LIABILITY SELF INSURANCE PLAN
COVERAGE LETTER	B	STATE OF ILLINOIS AUTO LIABILITY SELF INSURANCE PLAN
COVERAGE LETTER		
COVERAGE LETTER		

THIS IS TO CERTIFY THAT THE INSURANCE LISTED BELOW HAS BEEN PURCHASED/ESTABLISHED BY THE U OF I BOARD OF TRUSTEES FOR THE PERIODS INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE POLICIES/SELF INSURANCE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES OR SELF-INSURANCE PROGRAMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICIES OR SELF-INSURANCE PROGRAMS.

Co. Letter	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD		
A	GENERAL LIABILITY OCCURRENCE FORM	SIP (Self-Insurance Plan)	CONTINUOUS	EACH OCCURRENCE	\$5,000,000
				FIRE DAMAGE LEGAL	
				MEDICAL EXPENSE	
B	AUTO LIABILITY ALL OWNED AUTOS HIRED AUTOS NON-OWNED AUTOS	State Plan NOTE: State of IL will not make any-one Addtl Insured	CONTINUOUS	CSL (PER OCCURRENCE)	\$2,000,000
				BODILY INJURY (PER PERSON)	
				BODILY INJURY (PER ACCIDENT)	
				PROPERTY DAMAGE	
A	WORKERS COMPENSATION & EMPLOYERS LIABILITY	SIP	CONTINUOUS	ILLINOIS	STATUTORY
				\$ EACH ACCIDENT	\$5,000,000
				\$ (DISEASE-POLICY LIMIT)	\$5,000,000
				\$ (DISEASE-EACH EMPLOYEE)	\$5,000,000

Description of Operations/Locations/Vehicles/Special Items

RE: Cook County Government Contract No. 1553-14750. Bond Court Evaluation Project.

This certificate has been issued by the University Office of Risk Management of the University of Illinois. If you have any questions, please call (217) 333-3113.

Cook County Office of Contract Compliance
Attn: Aleatha Easley
118 N. Clark Street, Room 1020
Chicago, IL 60602

Signed



Tina D. McEllin
Assistant Director of Risk Management

EXHIBIT 4

Identification of Subcontractor/Supplier/Subcontractor Form

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

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

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

Bid/RFP/RFQ No.: <u>1553-14750</u>	Date:
Total Bid or Proposal Amount: <u>\$ 51,500</u>	Contract Title:
Consultant:	Subcontractor/Supplier/ Subcontractor to be added or substitute:
Authorized Contact for Consultant:	Authorized Contact for Subcontractor/Supplier/ Subcontractor:
Email Address (Consultant):	Email Address (Subcontractor):
Company Address (Consultant): The Board of Trustees of the University of Illinois 809 S. Marshfield Ave. 511 MB	Company Address (Subcontractor):
City, State and Zip (Consultant): Chicago, Illinois 60612-7205	State and Zip (Subcontractor):
Telephone and Fax (Consultant): Phone: (312) 996-2862 Fax: (312) 996-9005 E-mail: awards@uic.edu	Telephone and Fax (Subcontractor):
Estimated Start and Completion Dates (Consultant)	Estimated Start and Completion Dates (Subcontractor)

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

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

The subcontract documents will incorporate all requirements of the Contract awarded to the Consultant as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subcontractor from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subcontractor or principal contractor. This disclosure is made with the understanding that the Consultant 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 _____
Name Walter K. Knorr

_____ Comptroller
Title Walter K. Knorr

_____ 1/4/16
Prime Contractor Signature Date

EXHIBIT 5

Electronic Payable Program

**OFFICE OF THE COOK COUNTY COMPTROLLER
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")**

FOR INFORMATION PURPOSES ONLY

This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").

If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark Street, Room 500, Chicago, IL 60602.

DESCRIPTION

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

1. Dedicated Credit Card – "PULL" Settlement

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

2. One-Time Use Credit Card – "SUGA" Settlement

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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EXHIBIT 6

MBE/WBE Utilization Plan

EXHIBIT 7

Economic Disclosure Statement

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

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

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

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

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2

CERTIFICATIONS

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name

Address

_____ N/A

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

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

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

But, Yes: No: _____

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

Entire UIC campus is in Cook County.
Several hundred addresses all in Cook county.

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

Not a bidder, Yes: But yes No: _____

All in Cook County 12000+ employees

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): 17-19-201-014 Thru 021

17-19-201-036 Thru 046

Agency #
7756

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS) See additional 32 pgs attached

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.



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2010 Property List

Agency Number: 7756

Agency Name: UNIVERSITY OF ILLINOIS

All exempt properties owned by the above agency are listed below. If any of the columns apply to a particular property, please check the appropriate blank and attach a completed Exempt Property Information Sheet for each property (make copies as necessary). If the Basis for Exemption Code is incorrect, please cross out the number and insert the correct code.

<u>PIN</u>	<u>Basis for Exemption</u>	<u>Ownership Changed</u>	<u>Use Changed</u>	<u>Property Leased/ Used By Others (New Lease)</u>	<u>Owner Change Of Address</u>
09-11-301-020-0000					
09-11-301-021-0000					
17-16-300-021-0000					
17-16-301-016-0000					
17-16-301-021-0000					
17-16-301-028-0000					
17-16-302-038-0000					
17-16-309-052-0000					
17-16-311-021-0000					
17-16-317-059-0000					
17-16-317-060-0000					
17-16-322-061-0000					
17-16-330-047-0000					
17-17-124-011-0000					

* Denote Partial



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2010 Property List

Agency Number: 7756

Agency Name: UNIVERSITY OF ILLINOIS

17-17-125-041-0000

17-17-125-042-0000

17-17-236-006-0000

17-17-236-007-0000

17-17-237-001-0000

17-17-239-022-0000

17-17-240-051-0000

17-17-241-002-0000

17-17-241-003-0000

17-17-241-015-0000

17-17-241-017-0000

17-17-242-013-0000

17-17-242-015-0000

17-17-243-004-0000

17-17-244-021-0000

17-17-400-042-0000

17-17-401-036-0000

17-17-402-035-0000

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Agency Number: 7756

Agency Name: UNIVERSITY OF ILLINOIS

17-17-403-019-0000

17-17-404-030-0000

17-17-405-031-0000

17-17-406-024-0000

17-17-407-037-0000

17-17-414-059-0000

17-17-415-035-0000

17-17-416-048-0000

17-17-422-051-0000

17-17-423-025-0000

17-17-424-052-0000

17-17-424-053-0000

17-17-424-054-0000

17-17-425-061-0000

17-17-425-062-0000

17-17-427-006-0000

17-17-430-016-0000

17-17-432-047-0000

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Agency Number: 7756

Agency Name: UNIVERSITY OF ILLINOIS

17-17-433-061-0000

17-17-433-062-0000

17-17-434-024-0000

17-17-434-025-0000

17-17-435-057-0000

17-17-435-058-0000

17-17-435-059-0000

17-17-436-054-0000

17-17-436-055-0000

17-17-436-056-0000

17-18-129-015-0000

17-18-129-016-0000

17-18-129-017-0000

17-18-129-018-0000

17-18-129-019-0000

17-18-129-020-0000

17-18-129-021-0000

17-18-129-022-0000

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Agency Name: UNIVERSITY OF ILLINOIS

17-18-129-033-0000					
17-18-129-034-0000					
17-18-129-035-0000					
17-18-129-036-0000					
17-18-129-037-0000					
17-18-129-038-0000					
17-18-129-039-0000					
17-18-129-040-0000					
17-18-129-041-0000					
17-18-129-042-0000					
17-18-129-043-0000					
17-18-129-044-0000					
17-18-129-047-0000					
17-18-129-049-0000					
17-18-130-018-0000					
17-18-130-021-0000					
17-18-130-022-0000					
17-18-130-023-0000					

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Agency Name: UNIVERSITY OF ILLINOIS

17-18-130-048-0000

17-18-130-049-0000

17-18-307-015-0000

17-18-307-016-0000

17-18-307-017-0000

17-18-307-018-0000

17-18-307-019-0000

17-18-307-020-0000

17-18-307-021-0000

17-18-307-022-0000

17-18-307-023-0000

17-18-307-024-0000

17-18-307-025-0000

17-18-307-026-0000

17-18-307-027-0000

17-18-307-058-0000

17-18-307-059-0000

17-18-307-060-0000

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Agency Number: 7756

Agency Name: UNIVERSITY OF ILLINOIS

17-18-307-061-0000				
17-18-307-075-0000				
17-18-313-011-0000				
17-18-313-012-0000				
17-18-313-013-0000				
17-18-313-014-0000				
17-18-313-018-0000				
17-18-333-001-0000				
17-18-333-002-0000				
17-18-333-003-0000				
17-18-333-004-0000				
17-18-333-005-0000				
17-18-333-006-0000				
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Agency Name: UNIVERSITY OF ILLINOIS

17-18-333-012-0000					
17-18-333-013-0000					
17-18-333-014-0000					
17-18-333-015-0000					
17-18-333-016-0000					
17-18-408-026-0000					
17-18-408-027-0000					
17-18-408-029-0000					
17-18-412-038-0000					
17-18-412-039-0000					
17-18-412-040-0000					
17-18-412-044-0000					
17-18-412-045-0000					
17-18-412-050-0000					
17-18-413-045-0000					
17-18-414-031-0000					
17-18-415-055-0000					
17-18-415-082-0000					

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2010 Property List

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Agency Name: UNIVERSITY OF ILLINOIS

17-18-415-063-0000

17-18-415-064-0000

17-18-415-065-0000

17-18-415-066-0000

17-18-415-067-0000

17-18-416-016-0000

17-18-416-017-0000

17-18-416-018-0000

17-18-416-019-0000

17-18-416-020-0000

17-18-416-021-0000

17-18-416-063-0000

17-18-416-064-0000

17-18-416-065-0000

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17-18-416-070-0000

17-18-416-071-0000

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17-18-416-073-0000

17-18-416-074-0000

17-18-417-002-0000

17-18-417-007-0000

17-18-417-011-0000

17-18-417-014-0000

17-18-417-015-0000

17-18-417-027-0000

17-18-417-057-0000

17-18-417-058-0000

17-18-417-059-0000

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17-18-417-064-0000					
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17-18-417-066-0000					
17-18-418-038-0000					
17-18-418-039-0000					
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17-18-418-048-0000					
17-18-418-049-0000					
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Agency Name: UNIVERSITY OF ILLINOIS

17-18-419-002-0000				
17-18-419-003-0000				
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17-18-419-005-0000				
17-18-419-006-0000				
17-18-419-007-0000				
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17-18-419-010-0000				
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17-18-419-012-0000				
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17-18-419-020-0000

17-18-419-021-0000

17-18-419-027-0000

17-18-419-028-0000

17-18-419-029-0000

17-18-419-030-0000

17-18-419-031-0000

17-18-419-032-0000

17-18-419-033-0000

17-18-419-034-0000

17-18-419-035-0000

17-18-419-036-0000

17-18-419-037-0000

17-18-420-011-0000

17-18-420-012-0000

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17-18-420-015-0000

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17-18-420-016-0000

17-18-420-017-0000

17-18-420-018-0000

17-18-420-019-0000

17-18-420-024-0000

17-18-420-029-0000

17-18-420-032-0000

17-18-420-036-0000

17-18-420-037-0000

17-18-420-038-0000

17-18-420-039-0000

17-18-420-058-0000

17-18-420-059-0000

17-18-420-080-0000

17-18-420-081-0000

17-18-420-064-0000

17-18-421-029-0000

17-18-421-030-0000

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17-18-421-031-0000

17-18-421-032-0000

17-18-421-033-0000

17-18-421-034-0000

17-18-421-035-0000

17-18-421-037-0000

17-18-421-038-0000

17-18-421-039-0000

17-18-422-001-0000

17-18-422-002-0000

17-18-422-003-0000

17-18-422-004-0000

17-18-422-005-0000

17-18-422-008-0000

17-18-422-009-0000

17-18-422-010-0000

17-18-422-011-0000

17-18-422-012-0000

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Agency Number: 7756

Agency Name: UNIVERSITY OF ILLINOIS

17-18-422-013-0000

17-18-422-014-0000

17-18-422-015-0000

17-18-422-016-0000

17-18-422-017-0000

17-18-422-018-0000

17-18-422-019-0000

17-18-422-020-0000

17-18-422-021-0000

17-18-422-022-0000

17-18-422-023-0000

17-18-425-049-0000

17-18-425-058-0000

17-18-425-059-0000

17-18-425-060-0000

17-18-425-065-0000

17-18-425-066-0000

17-18-425-067-0000

* Denote Partial



James M. Houlihan
Cook County Assessor

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118 North Clark Street Chicago, IL 60602
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2010 Property List

Agency Number: 7756

Agency Name: UNIVERSITY OF ILLINOIS

17-18-425-068-0000

17-18-426-055-0000

17-18-426-056-0000

17-18-426-057-0000

17-18-427-047-0000

17-18-427-053-0000

17-18-502-023-8002

17-18-502-024-8002

17-18-502-025-8002

17-18-502-026-8002

17-18-502-027-8002

17-18-502-028-8002

17-18-502-029-8002

17-20-126-004-0000

17-20-203-062-0000

17-20-204-065-0000

17-20-205-051-0000

17-20-206-001-0000

* Denote Partial



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2010 Property List

Agency Number: 7756

Agency Name: UNIVERSITY OF ILLINOIS

17-20-206-002-0000				
17-20-206-004-0000				
17-20-206-011-0000				
17-20-206-028-0000				
17-20-206-029-0000				
17-20-206-053-0000				
17-20-206-054-0000				
17-20-206-055-0000				
17-20-206-056-8001				
17-20-206-056-8003				
17-20-206-057-8001				
17-20-206-057-8003				
17-20-206-057-8004				
17-20-206-057-8005				
17-20-206-058-8001				
17-20-206-058-8002				
17-20-206-058-8003				
17-20-206-058-8004				

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Agency Number: 7756

Agency Name: UNIVERSITY OF ILLINOIS

17-20-206-058-8008

17-20-215-001-0000

17-20-215-002-0000

17-20-215-003-0000

17-20-215-004-0000

17-20-215-005-0000

17-20-215-006-0000

17-20-215-007-0000

17-20-215-008-0000

17-20-215-009-0000

17-20-215-010-0000

17-20-215-011-0000

17-20-215-012-0000

17-20-215-013-0000

17-20-215-014-0000

17-20-215-015-0000

17-20-215-016-0000

17-20-215-017-0000

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2010 Property List

Agency Number: 7756

Agency Name: UNIVERSITY OF ILLINOIS

17-20-215-018-0000

17-20-215-019-0000

17-20-215-020-0000

17-20-215-021-0000

17-20-215-022-0000

17-20-215-023-0000

17-20-215-024-0000

17-20-215-025-0000

17-20-215-026-0000

17-20-216-001-0000

17-20-216-003-0000

17-20-216-004-0000

17-20-216-005-0000

17-20-216-006-0000

17-20-216-007-0000

17-20-216-008-0000

17-20-216-009-0000

17-20-216-010-0000

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2010 Property List

Agency Number: 7756

Agency Name: UNIVERSITY OF ILLINOIS

17-20-216-011-0000

17-20-216-012-0000

17-20-216-013-0000

17-20-216-014-0000

17-20-216-015-0000

17-20-216-016-0000

17-20-216-017-0000

17-20-216-018-0000

17-20-216-019-0000

17-20-216-020-0000

17-20-216-021-0000

17-20-216-022-0000

17-20-216-023-0000

17-20-216-024-0000

17-20-216-025-0000

17-20-217-001-0000

17-20-217-002-0000

17-20-217-003-0000

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2010 Property List

Agency Number: 7756

Agency Name: UNIVERSITY OF ILLINOIS

17-20-217-004-0000

17-20-217-005-0000

17-20-217-008-0000

17-20-217-009-0000

17-20-217-010-0000

17-20-217-011-0000

17-20-217-012-0000

17-20-217-013-0000

17-20-217-014-0000

17-20-217-015-0000

17-20-217-016-0000

17-20-217-017-0000

17-20-217-018-0000

17-20-217-019-0000

17-20-217-020-0000

17-20-217-021-0000

17-20-217-022-0000

17-20-217-023-0000

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2010 Property List

Agency Number: 7756

Agency Name: UNIVERSITY OF ILLINOIS

17-20-217-027-0000

17-20-217-028-0000

17-20-217-029-0000

17-20-217-031-0000

17-20-218-028-8001

17-20-221-001-0000

17-20-221-002-0000

17-20-221-003-0000

17-20-221-004-0000

17-20-221-005-0000

17-20-221-006-0000

17-20-221-007-0000

17-20-221-008-0000

17-20-221-009-0000

17-20-221-010-0000

17-20-221-011-0000

17-20-221-014-0000

17-20-221-015-0000

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2010 Property List

Agency Number: 7756

Agency Name: UNIVERSITY OF ILLINOIS

17-20-221-016-0000

17-20-221-017-0000

17-20-221-018-0000

17-20-221-019-0000

17-20-221-020-0000

17-20-221-021-0000

17-20-221-022-0000

17-20-221-023-0000

17-20-221-024-0000

17-20-221-025-0000

17-20-221-026-0000

17-20-221-027-0000

17-20-221-028-0000

17-20-221-029-0000

17-20-221-030-0000

17-20-222-001-0000

17-20-222-002-0000

17-20-222-003-0000

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2010 Property List

Agency Number: 7756

Agency Name: UNIVERSITY OF ILLINOIS

17-20-222-004-0000

17-20-222-005-0000

17-20-222-006-0000

17-20-222-007-0000

17-20-222-008-0000

17-20-222-009-0000

17-20-222-010-0000

17-20-222-011-0000

17-20-222-012-0000

17-20-222-013-0000

17-20-222-014-0000

17-20-222-015-0000

17-20-222-016-0000

17-20-222-017-0000

17-20-222-018-0000

17-20-222-019-0000

17-20-222-020-0000

17-20-222-021-0000

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2010 Property List

Agency Number: 7756

Agency Name: UNIVERSITY OF ILLINOIS

17-20-222-022-0000

17-20-222-023-0000

17-20-222-024-0000

17-20-222-025-0000

17-20-222-026-0000

17-20-222-027-0000

17-20-222-028-0000

17-20-223-003-0000

17-20-223-004-0000

17-20-223-005-0000

17-20-223-006-0000

17-20-223-007-0000

17-20-223-008-0000

17-20-223-009-0000

17-20-223-010-0000

17-20-223-011-0000

17-20-223-012-0000

17-20-223-013-0000

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2010 Property List

Agency Number: 7756

Agency Name: UNIVERSITY OF ILLINOIS

17-20-223-015-0000

17-20-224-034-0000

17-20-500-001-0000

17-21-100-002-0000

17-21-100-004-0000

17-21-100-005-0000

17-21-100-006-0000

17-21-100-008-0000

17-21-100-009-0000

17-21-100-010-0000

17-21-100-012-0000

17-21-100-013-0000

17-21-100-014-0000

17-21-100-015-0000

17-21-100-016-0000

17-21-100-017-0000

17-21-100-018-0000

17-21-100-019-0000

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2010 Property List

Agency Number: 7756

Agency Name: UNIVERSITY OF ILLINOIS

17-21-100-020-0000

17-21-100-021-0000

17-21-100-022-0000

17-21-100-023-0000

17-21-100-024-0000

17-21-100-025-0000

17-21-100-026-0000

17-21-100-027-0000

17-21-100-028-0000

17-21-103-001-0000

17-21-103-002-0000

17-21-103-003-0000

17-21-103-004-0000

17-21-103-005-0000

17-21-103-006-0000

17-21-103-007-0000

17-21-103-008-0000

17-21-105-001-0000

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2010 Property List

Agency Number: 7756

Agency Name: UNIVERSITY OF ILLINOIS

17-21-105-002-0000

17-21-105-003-0000

17-21-105-004-0000

17-21-105-005-0000

17-21-105-006-0000

17-21-105-007-0000

17-21-105-008-0000

17-21-105-009-0000

17-21-105-013-0000

17-21-105-014-0000

17-21-105-015-0000

17-21-108-002-0000

17-21-108-003-0000

17-21-108-004-0000

17-21-108-005-0000

17-21-108-006-0000

17-21-108-007-0000

17-21-108-008-0000

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2010 Property List

Agency Number: 7756

Agency Name: UNIVERSITY OF ILLINOIS

17-21-108-009-0000				
17-21-108-010-0000				
17-21-108-011-0000				
17-21-108-012-0000				
17-21-108-014-0000				
17-21-108-016-0000				
17-21-108-018-0000				
17-21-108-019-0000				
17-21-108-020-0000				
17-21-108-022-0000				
17-21-108-023-0000				
17-21-108-024-0000				
17-21-108-025-0000				
17-21-108-026-0000				
17-21-108-027-0000				
17-21-111-001-0000				
17-21-111-002-0000				
17-21-111-003-0000				

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2010 Property List

Agency Number: 7756

Agency Name: UNIVERSITY OF ILLINOIS

17-21-111-004-0000

17-21-111-007-0000

17-21-111-008-0000

17-21-111-009-0000

17-21-111-010-0000

17-21-111-011-0000

17-21-111-012-0000

17-21-111-013-0000

17-21-111-014-0000

17-21-111-015-0000

17-21-111-017-0000

17-21-111-018-0000

17-21-111-019-0000

17-21-111-020-0000

17-21-111-021-0000

17-21-111-024-0000

17-21-111-025-0000

17-21-111-026-0000

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2010 Property List

Agency Number: 7756

Agency Name: UNIVERSITY OF ILLINOIS

17-21-111-027-0000

17-21-111-028-0000

* Denote Partial

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 THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
 D/B/A: The Board of Trustees of the University of Illinois FEIN NO.: 37-6000511
 Street Address: 809 S. Marshfield Ave. 511 MB
 City: Chicago, Illinois 60612-7205 Zip Code: _____
 Phone No.: Phone: (312) 996-2862 Fax: (312) 996-9005 Email: _____
 E-mail: awards@uic.edu

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) and 115 501(c) Government Entity

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
N/A		

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Corporate Officers, Members and Partners Information: N/A

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

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

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

Walter K. Knorr

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

Title

Walter K. Knorr, Comptroller

Signature

12/22/15

Date

E-mail address

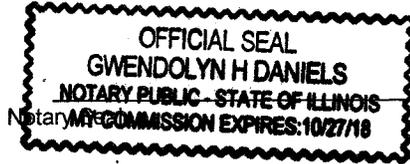
awards@uic.edu

Phone Number

Subscribed to and sworn before me
this *22nd* day of *Dec.*, 20*15*

My commission expires:

Gwendolyn H. Daniels
Notary Public Signature



2015-04560-00-00, EC



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:

NIA

- | | | |
|----------------------------------|--|---------------------------------------|
| <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: N/A
Address of Person Doing Business with the County: The Board of Trustees of the University of Illinois
Phone number of Person Doing Business with the County: 809 S. Marshfield Ave. 511 MB Chicago, Illinois 60612-7205
Email address of Person Doing Business with the County: Phone: (312) 996-2862 Fax: (312) 996-9005 E-mail: awards@uic.edu

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:

Walter K. Knorr, Comptroller THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 1553-14750

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 51,500.00

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

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*
	NIA		

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*
	NIA		

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*
	NIA		

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*

N/A

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*

N/A

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*

N/A

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.

Walter K. Knorr

Signature of Recipient

Walter K. Knorr, Comptroller

Date

12/22/15

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.

THE BOARD OF TRUSTEES

EX OFFICIO MEMBER

The Governor of Illinois

Honorable Pat Quinn Springfield

MEMBERS

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 Karen Hasara Springfield
 Patricia Brown Holmes Chicago
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 Lawrence Oliver II Orland Park
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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: 1553-4750

County Using Agency (requesting Procurement): _____

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

Substantial Owner Complete Name: Walter K. Knorr, Comptroller

FEIN# 37-6000511

Date of Birth: _____ I address: _____
 Street Address: The Board of Trustees of the University of Illinois
809 S. Marshfield Ave. 511 MB
Chicago, Illinois 60612-7205
 City: _____ Phone: (312) 996-2862 Fax: (312) 996-9005 State: _____ Zip: _____
 E-mail: awards@uic.edu
 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: _____

Walter K. Knorr

Date: _____

12/22/15

Name of Person signing (Print): _____

Walter K. Knorr, Comptroller

Title: _____

Subscribed and sworn to before me this _____

22nd

day of _____

December

20 _____

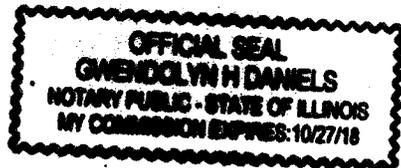
15

Gwendolyn H. Daniels
Notary Public Signature

Notary Public Signature

Notary Seal

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



SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

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

Execution by Corporation

Walter K. Knorr

Corporation's Name

Walter K. Knorr, Comptroller

Telephone

Email

Secretary Signature

Date 12/23/15

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature

Date

Telephone

Email

Subscribed and sworn to before me this

7 day of JANUARY 2016

My commission expires:

12/27/2016

Notary Public Signature (Handwritten: Malgorzata Stanko)

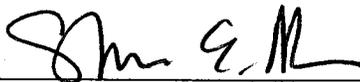
Notary Seal (Stamp: MALGORZATA STANKO OFFICIAL SEAL, Notary Public, State of Illinois, My Commission Expires December 27, 2016)

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

Handwritten signature: Rahman Ali

SECTION 6
COOK COUNTY SIGNATURE PAGE

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 10 DAY OF May, 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

1553-14750

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 5,500⁰⁰
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

Not required

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

Date