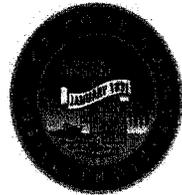


PROFESSIONAL SERVICES AGREEMENT

RESTORATIVE JUSTICE PROGRAM GRANTS (\$100,000)

BETWEEN



COOK COUNTY GOVERNMENT

JUSTICE ADVISORY COUNCIL OF COOK COUNTY

AND

ST. AGATHA CATHOLIC CHURCH

CONTRACT NO. 1553-14829E

PROFESSIONAL SERVICES AGREEMENT

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List of Exhibits

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

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and St. Agatha Catholic Church, doing business as a Not-for-Profit of the State of Illinois, hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Chief Procurement Officer.

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Restorative Justice Program Grants. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

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

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

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

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

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

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

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

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

b) Interpretation

- i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) **Incorporation of Exhibits**

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

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

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) **Scope of Services**

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) **Deliverables**

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

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women Owned Business Enterprises Commitment**

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

f) **Insurance**

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

i) **Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

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

(2) Commercial General Liability (Primary and Umbrella)

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

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

(3) Automobile Liability (Primary and Umbrella)

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

(4) Professional Liability

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

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

(5) Valuable Papers

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

ii) **Additional Requirements**

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

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

g) Indemnification

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

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

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

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

j) Examination of Records and Audits

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

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

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

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

“Lobbyist” also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

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

l) Professional Social Services

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

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

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on January 1, 2016 ("**Effective Date**") and continue until December 31, 2016 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this contract under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

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

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

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

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

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

c) Funding

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

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) **Taxes**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) **Price Reduction**

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

g) **Consultant Credits**

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

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

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

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

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

- i) In addition to the foregoing warranties and representations, Consultant warrants:
 - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
 - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

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

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

- (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
 - iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
 - v) Failure to comply with Article 7 in the performance of the Agreement.
 - vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received, as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

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

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

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) Delays

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) **Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) **Contract Amendments**

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

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Consultant

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

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

k) Comparable Government Procurement

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

l) Force Majeure

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

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Justice Advisory Council
69 West Washington Street, Room 1110
Chicago, Illinois 60602
Attention: Lanetta Haynes Turner

and

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

If to Consultant: St. Agatha Catholic Church
3147 West Douglas Boulevard
Chicago, Illinois 60623
Attention: Fr. Larry Dowling, Pastor

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

Scope of Services



St. Agatha Church

New Landmark M.B. Church

*A Church Helping People Win in Life through
God's Word, Great Worship, and Good Works!*

August 17, 2015

Shannon E. Andrews
Chief Procurement Officer
118 N. Clark Street, Room 1018
Chicago, IL 60602

Dear Ms. Andrews:

St. Agatha Parish and New Landmark Missionary Baptist Church on Chicago's west side are pleased to present a proposal requesting \$100,000 through Cook County's RFP # 1553-14829.

As we build upon the foundation that we have built thanks in part to the support of Cook County funds, we are seeking to expand the scope of what we have thus far accomplished with youth, their families and with school staff at Collins Prep High School and John Marshall High School as well as North Lawndale Elementary and with the JTDC. Much of what we have accomplished already has also happened due to a dedicated group of volunteers who have been formally trained as Circle Keepers and continue to offer their time and talent for the benefit of the youth served through our Peace Hub.

As we continue to build upon our work, we have realized that we need greater resources to build a critical mass in these institutions with the hope that they will fully embrace and implement restorative practices in every aspect of the schools.

We thank you for your consideration of this proposal and for the numerous ways you serve the public interest, especially in underserved communities like North Lawndale.

Respectfully submitted,

Fr. Larry Dowling, Pastor
St. Agatha Catholic Church
3147 W. Douglas Blvd.
Chicago, IL 60623
(773) 522-3050

Pastor Cy Fields
New Landmark Missionary Baptist Church
2700 W. Wilcox
Chicago, IL 60612
(773) 722-7555

Christian Legal Clinic and North Lawndale College Prep, with whom we collaborate when there is the opportunity to do so.

New Landmark Missionary Baptist Church

New Landmark Missionary Baptist Church was organized in 1947 in the community of East Garfield Park, Chicago. Our total church membership enrollment is 600. Approximately 80% of our members reside on the Westside of Chicago, with 60% living within East/West Garfield Park and Austin communities. For the past 14 years, New Landmark has provided outreach and service to the community that aims to increase the quality of life for local residents. Some of them include: Facilitation an after school program Monday-Friday that accommodates 50-60 local K-12 students in homework help, conflict resolution, anger management, financial literacy, teamwork, and nutritional health; Administering a Monday-Friday summer youth program that services 40 local residents in recreational activities, academic bridge activities, arts and crafts, and teambuilding; Mentoring 10-20 African American males through sports, small group discussions, one-on-one consultation, cultural enrichment, social development, and conflict resolution; Presiding over peace circles for Marshall High School students during the school year in collaboration with school staff

New Landmark also has a Social Justice Ministry that is active in campaigns that purpose to bring social and policy change. Some of them include: Helping to secure over 50,000 Chicago area signatures calling for common sense gun legislation; Advocating for restorative justice practices and the reduction of violence by establishing community Peace Hubs and funding for mental health clinics.

In the spring of 2015, New Landmark had 17 people trained by Consultant Stevie Powell in Circle Keeping. We have three Circle Team Captains that will each oversee 5-6 facilitators. New Landmark is fielding 5-10 Peace and Conflict Circle referrals per month from the Cook County Juvenile Probation system. We continue our Circle Keeper relationship with Marshall High School and advancing our relationship with our elementary school partner, Willa Cather. In October 2015, we will implement Talking Circles into our after school and mentoring programs. Overall, our circle program involves approximately 20 team members with the Sr. Pastor serving as Executive Overseer.

Section B: Agency Description

Saint Agatha Catholic Parish

St. Agatha Catholic Parish, established in 1893, is a church community of over 400 registered families, half of whom reside in North Lawndale, and the other half formerly residents in the community but still strongly committed to the parish and our work in the community. St. Agatha provides two food pantries – one at St. Agatha and one at 2153 S. Millard. We provide community outreach through the Chicago Legal Clinic, St. Anthony Hospital, and Catholic Charities. We also oversee the Learning Center for GED and ESL students at 2153 S. Millard, as well as Blessed Sacrament Catholic Youth Center at 2200 S. Central Park. Saint Agatha runs an after-school program called S.A.F.E. (St. Agatha Family Empowerment) which provides after-school programming (tutoring, computer technology, life skills, dance, drumming, drama and choir) and a hot meal to 80 – 100 students from elementary schools in the community from 3:00 – 6:00 p.m. Monday through Friday. Saint Agatha coordinates a 7 week summer camp for 70 – 80 children pre-k through 8th grade from the community that runs from 9:00 a.m. to 6:00 p.m. Monday through Friday. In both S.A.F.E. Programs we employ teen graduates of the program as mentors and tutors for the younger children.

St. Agatha also provides a significant Christmas outreach to over 250 families in the community who come to us to apply for a list of needs they have for their children and themselves. In 2009 we decided to build upon this outreach by requiring parents to experience a Talking Circle, engaging them with an inspirational talk – our first presenter in 2009 was Rev. Robert Spicer – and then spending time with them in a Peace Circle format to talk about various aspects of parenting, the passing on of values and other aspects related to building “peaceable homes.” In order to do this with the parents, 15 of our parishioners stepped forward to go through a 4 day Circle Keeper training with Fr. Dave Kelly of Precious Blood Ministries. These parishioners have assisted us in ongoing circles in the parish and community, and have stepped up to volunteer in our Peace Hub activities when needed. We are also glad to say that we feel that our work complements the work of other community partners like Lawndale

Section C: Executive Summary and Agency Organization

Chicago's west side neighborhoods of North Lawndale and Garfield Park are among the most violent in the city. Young people, ages 13-24, are particularly vulnerable to become victims or perpetrators of this violence. Overly harsh policing and criminal justice strategies have proven ineffective in dealing with this violence. That approach leads to further disenfranchising the communities that are most impacted by violence and a cycle of crime and incarceration that only perpetuates the violence.

St. Agatha Catholic Church and New Landmark Missionary Baptist Church have created a Community Restorative Justice Peace Hub in Chicago's west side. The Peace Hub provides a community space (in schools and in our churches) that has been intentionally set apart for the purpose of engaging excluded youth and members of their community in restorative justice practices that help resolve conflicts, provide spaces for growth and accountability, and restore damaged relationships. This is currently being done primarily through the use of trained volunteer circle keepers from the community, volunteer mentors, and one part-time staff person who coordinates referrals and services.

Youth are received into the Peace Hub via referral from any of our several established community partnerships, currently Collins Academy, John Marshall High School, and the Juvenile Probation Department. When appropriate, the young person works with staff, circle keepers, and peers to create an action plan which may involve; ongoing one-on-one mentoring, participating in a regular issue based peace circle, conflict mediation, or referral to other necessary social services. Evaluation of outcomes for Peace Hubs participants are being done through an in kind partnership with Dominican University Graduate School of Social Work.

St. Agatha Catholic Church currently has a part time Intake Coordinator (title later changed to Restorative Justice Coordinator) who is responsible for accepting referrals to the Peace Hub, managing the participant caseload, and making outside referrals. They are supported by a team of over 25 volunteers and mentors trained in restorative justice practices as well as executive staff from Saint Agatha and an Administrator from New Landmark.

As the Peace Hub develops, we are finding the need for more coordinated support for intake, ongoing relationship building with community partners, e.g., working with Collins Academy to assist them in training administrative staff, teachers and students in restorative justice practices, establishing a Peace Room, peer juries (now called peer group conferencing) and developing a process to begin the school year with administration and teachers that will help change the culture and climate from one of instability to a climate of peace and restoration.

This enhanced Peace Hub project will take a strong focus on engaging and training community volunteers who were victims or perpetrators of violence, building upon existing restorative justice practices on the west side of Chicago, and including an ongoing third party evaluation by Dominican University which has a stake in Chicago's west side neighborhoods. Thanks to the support of Cook County Restorative Justice Funds, St. Agatha is strongly positioned to ramp up our efforts in deepening a culture of peace in the institutions who have welcomed us in partnership, continuing to create a Peace Hub in Chicago's west side that will complement the work of other community partners involved in similar work.

Section D: Description of Problem

Chicago has the unenviable distinction of being among the most violent cities in the country. This distinction is backed by the 434 murders that were committed in 2011; in 2012 we surpassed this number by 74 more deaths. In 2013 there was a drop to 395 and in 2014 the number was 388 (plus 2231 shot and wounded with a total of 456 homicides). Chicago's murder rates exceed the murder rates of New York City and Los Angeles despite being less populous. Sadly, the reality is that from 2008 through 2014, 82% of Chicago's murders were concentrated in 22 poor and minority neighborhoods located on the west, south and southwest sides of the city, only accounting for one third of the city's total population.

Crime and violence does not occur in a vacuum. They spring from broken relationships, families fractured by a number of sociological issues related to race and poverty, a feeling of disconnection among young people, and the all-too-familiar experience of trauma. Responding to violence requires rebuilding this sense of connection, directly engaging young people and their communities in resolving situations of conflict, and creating a community of support and belonging. Many of the neighborhoods on the south and west sides of Chicago grapple with the negative outcomes endemic to impoverished neighborhoods. North Lawndale and East Garfield Park are traumatized Chicago neighborhoods.

Episodes of crimes and murders can be easily quantified with good data entry, but numbers only tell part of the story. What cannot be measured is the damaging psychological impact that crime and violence leave on a community. A January 2012 article in *The Chicago Reporter* highlights the burden shared by the youth who live in dangerous neighborhoods. Young people residing in high crime and violent neighborhoods are more likely to develop post-traumatic stress, depression, anxiety and sleep disturbances. Behavioral problems and low academic achievement and lower career aspirations may be unintended outcomes—even among youth who are not directly victimized by the violence.

In order to countermand the negative impact of criminal victimization, teens and young adults who live in the North Lawndale and East Garfield Park communities need coordinated services and support to increase their personal safety, to minimize their exposure to traumatic experiences and to

improve their dispute resolution skills to avoid escalated responses in conflictual situations. St. Agatha Catholic Church in North Lawndale and New Landmark Baptist Church in East Garfield Park are partnering to proactively address, within their west side communities, the pervasive problems of crime and violence that impact the children and families of their respective neighborhoods.

Section E: Description of Target Population

The geographic boundaries of the North Lawndale community that St. Agatha's Catholic Church serves are Western Avenue to the east, Cermak Avenue to the south, Cicero Avenue to the west and the Eisenhower Expressway to the North. North Lawndale is patrolled by Chicago's 10th and 11th District Police Department.

North Lawndale and East Garfield Park are densely populated, with approximately 11,000 people living within one square mile. The 2010, U.S. Census information indicates that North Lawndale has 39% of its population living below the U.S. poverty level. In North Lawndale, 30% of its residents have not graduated from high school. In East Garfield Park, 40% of the residents live below the poverty line. The per capita income in both communities is \$12,548 and \$13,596 respectively. These circumstances are the fuel that feeds the fire of criminal behavior and violence. The New Landmark Baptist Church ministers to its members in East Garfield Park. The church's boundaries lay immediately northeast of the North Lawndale community. The East Garfield Park neighborhood encompasses the area located between Western Avenue on the East, the Eisenhower Expressway to the south, Chicago Avenue to the north and Pulaski Avenue. Chicago's 11th Police District patrols this neighborhood.

In 2009, the Chicago Police arrested 2336 young people for violent crimes. In that same year 4479 youth were victimized by violent crime. There were 290 shootings involving Chicago Public School students and of those shootings, 39 young people were killed. Eighty percent of the shooting victims were African-American while 17 % of the victims were Latino. Chapin Hall reports that in 2010 1109 school aged youth were shot (evidencing an average of three victims per day). In 2012, the city witnessed 506 murders. One hundred and seven children were buried by their families in that year's death toll. Sadly, the Center for Disease Control identifies homicide as the second leading cause of death of young people between the ages of 10-24.

Chicago's youth are becoming inured to the violence that surrounds their daily activities. There is a pervasive presence of hopelessness. A 2012 UCAN Teen Gun Survey revealed that youth have far greater access to handguns; 44% of over 1000 teens surveyed felt that they could get a handgun if they

tried. In 2011 only 34% of the teens felt that they could easily acquire a gun. The survey also found that African-American teens have less confidence that gun violence can be solved. In 2009, 73% of the youth surveyed felt that the issue of gun violence could be solved—by 2012 that number had dropped to just 57 percent.

Chicago's young people are at greater and greater risk of becoming victims or perpetrators of violence in its most disadvantaged neighborhoods. To address this trend and empower communities to take an active role in preventing violence Cook County needs to invest in Restorative Justice Peace Hub programs that:

- Increase the educational and/or vocational aspirations among youth and young adults,
- Develop relationships and hone conflict resolution skills through restorative justice interventions,
- Increase participation in peace circles and develop circle leaders from those groups
- Offer spiritual guidance and support and,
- Address social, emotional and behavioral health issues that may occur with traumatized youth and their families through local referrals to community based mental health providers.

St. Agatha has worked on a significant level with over 100 young people thus far; yet, the Peace Hub has the potential to both retain and continue to empower the majority of the young people the hub serves and increase the numbers served. We seek to build a critical mass of students in the schools in which we are working so as to transform that school into a peaceable school where peaceable conflict resolution is a lived reality day-to-day in the school. We need to ensure the Peace Hub can serve more than the projected 20-30 young people, while retaining 20-30 young people in the Peace Hub monthly. This can only be done if we procure the financial resources to hire the appropriate staff to prioritize client retention and empowerment.

The Saint Agatha/New Landmark Peace Hub has assisted students at Collins Academy High School and John Marshall High School in learning new ways of resolving conflict through talking

circles after violent occurrences; and has resulted in the students expressing a desire to learn more and be involved in peacemaking. That said, realistically these peace circles and talking circles, while proven effective, do not always necessitate retention. Those circles that *do* necessitate client retention for on-going client support require several more staff people to ensure more holistic service is given to clients.

Saint Agatha and New Landmark are seeking to strengthen the restorative justice work they are doing with Collins Academy, John Marshall, Cook County Juvenile Probation, and other potential community partners. Thus far in the midst of the work we have been doing under the current Cook County Contract 1453-13605, the St. Agatha Peace Hub is committed to increasing the number of referrals received from 10-15 per month to 20-30 young people per month, all between the ages of 13-24 years old.

Section F: Proposed Program & Implementation Schedule

St. Agatha Catholic Church led by Father Larry Dowling is seeking \$100,000 from Cook County's RFP # 1153-14829 to enhance and build upon our Peace Hub to support teens and young adults in the community. We will serve youth between the ages of 13-24 through supportive services that will be delivered through the use of restorative justice practices from a community space, St. Agatha Catholic Church, designated as a Peace Hub. Youth will go through a process of referral, assessment, and creating an agreed to action plan that incorporates restorative justice interventions with support of peers, circle keepers, and program staff.

The Peace Hub will service an average of 20 - 30 youth per month.

Referral of Youth to the Peace Hub Program

Working with our community partners in Collins Academy, John Marshall Metropolitan High School, Cook County Juvenile Probation, social service agencies, and our own congregation, we will continue to identify youth and young adults ages 13-24 who have a history of suspensions and/or recent expulsions, have come into conflict with each other, or have come into contact with the criminal justice system. The schools and agencies will refer these youth and young adults to the restorative justice Peace Hub program so that they may begin to work with peers, volunteer circle keepers, and staff to resolve the issues that led to their referral.

We have partnerships with Collins Academy High School, Cook County Juvenile Probation Department, Lawndale Christian Legal Center, for referral purposes, local aldermen Michael Scott Jr. and Cook County Commissioner Robert Steele, for community support and resource development, Robert Spicer, a Restorative Justice Practitioner for help with restorative justice training initiatives and Dominican University Graduate School of Social Work for outcome evaluation assistance.

Initial Intake Assessment of Peace Hub Participants

Once a youth or young adult is recommended to our program, the Restorative Justice Coordinator/ Counselor does an initial intake. After some initial relationship building takes place, an assessment is done. This assessment involves reviewing current living situation, family dynamics, school dynamics, problems and pressures that the youth is experiencing, youth's sense of self, life skills and social skills. This intake also assesses willingness of the family and other stakeholders to participate in the rehabilitative/restorative process for and, when applicable, with the youth participant.

Action Plan & Restorative Justice Intervention

We begin the Restorative Practice Intervention with them by bringing them together with other young people and appropriate stakeholders in Peace Circles. The circle process, which may happen over the course of several weekly circles, addresses issues of conflict, deals with broader issues of isolation, and addresses other issues negatively affecting the potential for positive change for the youth. Through these ongoing circle spaces youth engage peers, circle keepers, family (if applicable), and staff to create an action plan for themselves. This plan might include any one or a combination of the following action steps:

- 1) **Pairing with a Mentor:** The participant regularly meets (once a month) with a volunteer adult (Circle Keeper/Mentor), to assess progress and identify continued challenges facing the participant, helping to set an action plan for continued growth.. The Mentor also meets with family members and the participant to talk about home life, living situation, and for the participant to share her/his learning. If there are particular needs related to the participant or family, the mentor seeks Peace Hub staff support to link them to the appropriate resource/social service that can assist them.
- 2) **Participation in Ongoing Circles of Support:** In concert with the direct work that we are doing with youth referrals, we are developing and setting up appropriate ongoing Circles of Support that youth may participate in. These Circles would include:
 - a) **Parenting Circles:** Focused on parent affirmation, mutual support and sharing challenges and strategies for conflict resolution and child and youth nurturance in the home. These would ideally follow a formal

Coordinator with program management background and with certification as a Circle Keeper as well as an intimate knowledge of community relations and partnership throughout the North Lawndale neighborhood. The Program Administrator will have a background and familiarity with administrative work and familiarity with and dedication to the North Lawndale community. The Social Worker would have an understanding of the theory of restorative justice and familiarity the issues affecting the west side. Other staffing will involve volunteers who have been formally trained as Circle Keepers, volunteer mentors, and volunteers to assist in clerical duties such as identifying and updating information and referral resources and assisting the Program Administrator and/or Social Worker in follow-up with participants and their families.

Restorative Justice Peace Circles as an Intervention

The Peace Circle is a key restorative practice intervention that will be utilized in the Peace Hub process. Circles are a practice based on indigenous traditions of a group of people sitting around a circle, as equals, and resolving conflicts, making decisions, or discussing problems or issues. Circles are led by trained facilitators and usually involve the use of a talking piece which stipulates that only its holder is allowed to speak.

The circles involved the Peace Hub process will be held in a safe and private environment on the church campus. Circles will be facilitated by church volunteers who have been formally trained and been awarded certificates as Circle Keepers through training offered by Fr. David Kelly or Mr. Robert Spicer. Between St. Agatha, New Landmark (previous grant partner), and other community partners there are over 20 trained circle keepers available to support the Peace Hub work. Several of the circle keepers have themselves experienced violence or had contact with the criminal justice system; this is vital to deepening the reach of restorative justice strategies and to include those directly affected in building solutions to violence.

training in Peaceable Parenting through a formal process already being utilized by St. Agatha called Active Parenting, which incorporates restorative justice methodologies for use in the home.

- b) **Re-entry Circles:** Focused on positive re-entry of youth back into their homes, schools and community, giving them a foundation for healthy interaction with family members and peers.
 - c) **Victim/healing circles:** Focused on victims of violence – verbal and/or physical – whereby victims can express and process their feelings regarding the violence they experienced and move toward healing and a greater sense of security. When appropriate and with consent of all parties involved, these circles will include family supports for the victims and the perpetrators of the violence done to a victim
 - d) **Youth Leadership Circles:** Focused on gathering youth from the community in sharing and mutual support, again offering a place where conflict can be resolved and issues relating to youth maturation can be discussed. An ideal would be for some of these teens who have been referred to the program to become Circle Co-Leaders of these youth-focused Circles.
- 3) **Conflict Resolution Plan:** The process includes, when appropriate, a plan for reparation/reconciliation of the relational dynamics that led to the referral of the youth to the program. This involves some sort of community service and/or community or civic engagement that will help the youth participant in their personal growth and in bringing restoration to their relationship and role in the community.
- 4) **Referral to Other Key Services:** An essential part of the plan must assure the necessary immediate and ongoing supports for the participant. These could include tutoring, mental and/or physical health, addictions, and others that would be identified by the Mentor and/or Restorative Justice Coordinator/Counselor.

Staffing Support of Implementation Schedule

The funds received from this grant will be used to hire a full-time Program Coordinator responsible for overall program management, a part-time Program Administrator that will liaise between the volunteers and administrators from our referral sites, and a part-time Social Worker to assist with the case management and service referral. Grant monies will support the hiring of a full-time Program

Section G: Expected Outcomes

St. Agatha Catholic Church and New Landmark Missionary Baptist Church are committed to a strong evaluation component of their Restorative Justice Peace Hub. To achieve this goal, the churches have partnered with Dominican University Graduate School of Social Work (GSSW). Dominican University GSSW plans to assist these churches in developing and executing a rigorous participatory action research evaluation plan for their Peace Hub program.

Participatory action research stipulates that those who are subjects of research be participants in also shaping the tools used in evaluation. This aligns strongly with the Peace Hub model which emphasizes that the community and its stakeholders should be participants in creating and implementing solutions to violence.

As part of the partnership, Dominican University GSSW will begin a 4-8 week planning process with these churches. During this time research assistants and staff from Dominican University will work with staff, trained restorative justice practitioners, and potential Peace Hub participants from both churches to create various instruments that will be used in the evaluation of the Peace Hub. These instruments include but are not limited to pre and post participant surveys, participant focus groups, and tracking participant's outcomes in lifestyle changes made after participating in a Peace Hub intervention. The nature of participatory action research prohibits us from outlining each outcome expected of the target population since these will be shaped and decided upon by stakeholders in the planning process. However, the following are potential outcomes that can be measured by the tools which will be created in partnership with Dominican University's Graduate School of Social Work. The research team and program staffs expect to be able to track and measure a combination of no less than 3 of these Peace Hub participant outcomes described below.

Pre and Post Participant Surveys and focus groups will measure some of the following potential outcomes of youth participating in Peace Hub interventions

- positive youth/adult relationships
- positive youth/school connection

- positive youth/peer connection
- positive youth/community connection
- positive youth/family connection

Furthermore, the evaluation will also include tracking outcomes achieved from lifestyle changes made by participants after Peace Hub intervention which may include:

- returning home
- going back to school
- actively seeking or obtaining employment
- reducing or eliminating contact with the criminal justice system
- reduction of in school disciplinary issues

Dominican University Graduate School of Social work will be an instrumental partner in helping to create the tools to measure outcomes, implementing these tools throughout the duration of the program, and analyzing the results once the program has concluded.

The Peace Hub is replete with volunteers from New Landmark Missionary Baptist Church, Saint Agatha parish, S.A.F.E, and the North Lawndale and Garfield Park communities. As we continue to rely on our approximately 25 volunteers, we expect tens of thousands of dollars-worth of volunteer hours that will undergird the Peace Hub as well as provide the County with a significant return on investment. Under the current grant, Peace Hub volunteers have dedicated 29 hours to training, and 18 – 20 hours of circle preparation and facilitation. At the current rate of volunteer hours for Illinois (\$24.74/hr.), we anticipate volunteers to generate an additional \$20,000 worth of hours on an investment of \$100,000. Equally valuable is the anticipated reduction in recidivism and future violent crime through the future relationship and conflict-resolution skill-building via the Peace Hub.

Section H: Planning & Preparation Activities

The planning activities we will engage that will prepare us for program execution include creating circle processes in our existing congregation and community spaces, having ongoing opportunities for additional ministry team members to be trained in Restorative Justice Circle Keepers Training, and establishing partnerships with neighborhood schools, officials and service agencies. Currently, each church has had a number of volunteer leaders trained as circle keepers and is establishing ongoing circle work in our communities. These circles include talking circles, parenting circles, and support circles to facilitate relationship building. Over the Christmas holidays, St Agatha alone conducted talking circles with more than 200 North Lawndale residents. Under our current contract, our Restorative Justice Circle Keepers have been adequately trained in conflict resolution circles. Included will be services that can provide support to the family of young people in need of violence prevention or intervention services. Finally, St. Agatha and New Landmark have established service partnership agreements with state, county, city, and community resources to create an extensive system of coordinated support. Letters of support from elected officials, schools, and a university partners are already included with this application. With these partnerships we will facilitate staff development sessions to review and discuss the continuum of care services offered to address the needs of young people. In addition, program staff and volunteers will become familiar and utilize extra-curricular opportunities that can serve as a vehicle of diversion from participation in activities and networks of violence. To effectively execute our program we will learn the best practice principles of case management that will allow us to provide proper enrollment, referral functions, correlate services needs, and track progress. The program will secure ongoing support from elected officials to increase the continuation of services to young people through the Peace Circles.

By accessing the collective offerings of schools, city agencies, community-based organizations, the juvenile justice system, the faith community, and even the private sector we will be able to execute the grant program and activities in a manner that will increase the likelihood of lower incidents of violence among young people.

Section K: Qualifications of the Proposer

St. Agatha Parish has been ministering to the people of North Lawndale since 1893. We have been educating children in our school since 1895. We have also operated an after-school program, St. Agatha Family Empowerment (S.A.F.E.) for 20 years. S.A.F.E. provides tutoring, life skills, computer tech training, dancing, drumming, choir and drama classes for children pre-K through 8th grade. In addition to our 36 year-round staff members, we also employ teen graduates of the S.A.F.E. program as tutors and mentors to the younger children. The program is funded by CDBG monies as well as grants and parish support.

St. Agatha has always been a strong presence on Chicago's west side, providing food through three food pantries, Community Dinners once a month free to the community, legal services provided through the Chicago Legal Clinic, and health care support through a Parish Nurse provided by St. Anthony Hospital. St. Agatha hosts monthly CHA meetings for area CHA residents and has hosted a number of community forums on different issues affecting the community.

In the Fall of 2011, 15 members of the St. Agatha congregation, including the pastor, Fr. Larry Dowling, participated in a 4 day Circle Keeper Training led by Fr. David Kelly of Precious Blood Ministries. Since then, these Circle Leaders have led circles with community members, parents, youth, and other diverse groups to build a sense of community and group support for the community. The Church motto, which we proclaim at the end of services every Sunday, is "Be Church after Church". The parish has always been a community of hospitality and support for area residents and has been actively involved in working for systemic change to benefit area residents.

Our Circle Keepers are anxious to build upon the relationship and community building they have already started and seeking to find ways especially to benefit youth and families in the community. They know that much of the violence on the streets emanates from the homes where verbal and physical abuse are experienced by children and youth and where parents all too often are not equipped to raise their children.

Section L: Key Personnel

Fr. Larry Dowling has served as pastor of St. Agatha Parish in North Lawndale since January, 2007. Prior to seminary he worked for 10 years as an actuary and consultant for a pension and health care firm. Ordained in 1991, Fr. Dowling has been active in support of anti-violence and violence prevention efforts over the 23 years he has been a priest. He served as President of the Board of Directors for the Illinois Center for Violence Prevention for 4 years and is currently active in the North Lawndale community leading the congregation of 400+ families in seeking to address the violence endemic to the North Lawndale neighborhood.

Fr. Dowling has also been active in violence prevention efforts as affects children and youth, as well as helping to organize a west side domestic violence outreach. He has led an effort among pastors and deacons to engage violence prevention within families so as to break the cycle of violence that finds its way from dysfunctional and verbally and physically abusive homes to violence on the streets and in our schools. He has been a key leader in the Archdiocese of Chicago in addressing efforts to protect children and to bring healing to victims of childhood and youth sexual abuse.

Fr. Dowling has a Master's Degree in mathematics from Eastern Illinois University and a Masters of Divinity and a Doctorate in Ministry from the University of St. Mary of the Lake. He has received numerous honors from his brother priests and other institutions and organizations for his work in social justice. He serves as Dean over 11 west side Catholic parishes, as well as the Anti-Racism Implementation Team of the Archdiocese of Chicago. He has been an outspoken supporter of ex-offenders in their pursuit of jobs and basic dignity and respect after serving their time.

Pastor Cy Fields is a native Chicagoan who has dedicated the past 28 years to ministry and public service. Pastor Fields is a non-profit leader and grassroots organizer with a strong track record of directing large-scale operations, training and mentoring teams, and creating processes and systems within crisis driven, deadline-oriented environments. He combines expert strategic planning, technical, and leadership skills with consistent success in developing strategic initiatives, increasing efficiencies, improving performance, and working with cross-disciplinary teams to ensure organizational goals and

objectives. Pastor Fields is a motivational leader and effective manager able to build and lead strong teams, as well as a mentor and leader of staff. He is a champion of lifelong learning, change management and process improvements to drive organizational excellence. Post-secondary achievements include Bachelor of Science degree, a Master's of Science in Counselor Education. He also studied at Chicago Theological Seminary working towards a Master in Divinity degree. Pastor Fields has board and charitable foundation affiliation with the following:

- Leaders Network –President
 - Community Renewal Society-Board Member
 - Reclaim Restorative Justice Campaign-Lead Strategists
 - Breakthrough Urban Ministries Holding-General Membership
 - Interfaith Organizing Project-Vice President
 - Westside Federation-Lead Board Member
- Program Coordinator – Full-time

The Coordinator will cultivate and maintain relationships with community partners and create linkages to organizations in and outside of the community that will assist the community partners i.e. Collins Academy and North Lawndale Community Academy in changing the culture of the schools from a culture of violence to a culture of calm and commitment to restorative justice. Additionally, S/He will seek out organizations with which to partner to services the needs of clients coming from Cook County Detention Centers. The Coordinator will be responsible for securing Memorandums of Understanding between community partners and updating the agreements as necessary. Coordinates the circle calendar –this includes afterschool talking circles, and parent trainings. Coordinating the circle calendar will require consistent communication with the Program Administrator to ensure the seamless transfer of information. S/He will be responsible for volunteer and mentor recruitment and retention. Finally, the Coordinator would be responsible for collecting all program information to draft the quarterly reports. The Program Coordinator should have a background in program management and coordination. Familiarity with the theory of Restorative justice is required as is a certified training in circle keeping.

Additionally, the Program Coordinator should have a deep commitment to and familiarity with the North Lawndale community.

- Program Administrator – Part-time

The Program Administrator works under the Program Coordinator and will be responsible for collecting and tracking all program documentation regarding participants i.e. client intakes, participation information, assessments, and action plans. S/He will act as the point person for the Dean of Students for the hub's school partners, and for the probation officers with Cook County. S/He will work closely with volunteers, mentors, parents and families coordinating and overseeing the logistics of the circle calendar. S/He will ensure that each circle is properly "staffed" and keepers, as well as participants are prepared to engage in circle. The Program Administrator will communicate with volunteers and mentors the hub's needs, in turn; the Administrator will communicate the needs of volunteers and mentors. S/He will be responsible for coordinating all meetings and on-going trainings for volunteers.

The Program Administrator should have a deep commitment to and familiarity with the North Lawndale community.

The position of Program Administrator is a 20 hour/week position.

- Social Worker/Intern – Part time

A Social Work staffer/intern would devote 20 hours/week to building consistent relationships with students and community partner administrators. This person would possess the ability to support students through basic case management, case note documentation required for record-keeping purposes for Cook County and for continuity of services.

The Social Worker/Intern be responsible for managing a case load of approximately 30 young people, and would refer hub participants with complex case management needs to social service partner organizations i.e. I AM ABLE/T.R.I.M. and Maryville Academy that specialize in more comprehensive services. The Social Worker/intern should have a background in Social Policy and familiarity with the theory of Restorative justice. Training in peace circles and other restorative justice practices is preferred. This position could be filled by a part-time Licensed MSW or BSW/MSW student. As

partners with Dominican University, we have access to recently licensed Social Workers and potential interns.

Section M: Sub-contracting or Teaming

Robert A. Spicer Sr.

Date of birth: 7-10-73

Contact

Tel : 773-322-0348

e-mail : mrRAspicer@gmail.com

Address

8154 S. Michigan Chicago, IL 60619

Profile

Objective I am seeking a Consultant opportunity with Civic and community-based organizations to train participants in restorative justice practices.

Availability

Education

1998 Masters of Science in Education Dominican University, River Forest, IL.
Graduated with Honors

1991-1995 Bachelors of Arts Morehouse College, Atlanta, Ga.
Graduated Cum laude

Work Experience

Christian Fenger High School-Chicago Public School

August 2008-Present

Chief Dean Restorative Justice, Discipline, Code Switching, Security

August 2008-June 2010

Culture and Climate Specialist

August 2010-June 2013

—Peace Room Manager/Social Emotional Coach—facilitated and supported the Culture and Climate Department

Responsibilities:

Students and Staff were able to access Restorative Practices to repair relationships and build community.

Trained the teachers and staff in Peace Circle and provided technical support for the Boys Town Ed. Program and was responsible for the implementation of Restorative Practices i.e. Peace Circle, Family Group Conferencing, Victim/Offender Mediation

Created systems for students and staff to fully implement Restorative practices and created data collect tools for evaluation of the program

Worked in collaboration with churches, CBO, community partners, youth and staff on large assemblies i.e. Peace Rallies, Peace Week, Peace Month and Peace march

Trained and Advised the Peer Jury Program

EXHIBIT 2

Schedule of Compensation

**Restorative Justice Trainer for Schools
Community Justice for Youth Institute**

-Program manager—Community Panels for Youth

August 2003 to July 2009

- Trained volunteers to be a part of panels(Northwestern University)
 - Built relationships with State Attorney and Probation department (Juvenile Court) to have cases diverted to the Community Panels
 - Recruited volunteers all over the city of Chicago to be a part of the program
- Worked with a City wide coalition to change the Zero-Tolerance Policy in Chicago Public School conduct policy and to introduce Restorative Justice to the Student Code of Conduct(2007)
- Conducted workshop at Examining Zero Tolerance Kissimmee, Florida(Florida Atlantic University) (2006)
- International Institute on Restorative Practices(IIRP) Conference workshop Presenter—High Schools that Work Conference
- Travelled to Cape Town, South Africa as part of Delegation with the Community Justice for Youth Institute

**Chicago Public School
Sojourner Truth Elementary School**

August 1995 to June 2003

- Taught 3rd grade
- Co-founded the Men of Truth—mentoring/summer enrichment programs, college tours to Atlanta and throughout the City of Chicago

LinkedIn website www.linkedin.com/pub/robert-spicer/20/58a/473/

For work product and references

Activities and Interests

Senior Pastor Englewood Mennonite Church 2006-2014
Awards 39 under 35 leadership award—Community Renewal Society

Appendix 1-Pricing Proposal Form

Appendix 1 Pricing Proposal Form

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

Organization Name(s):	St. Agatha Parish
Project Name:	St. Agatha Peace Hub
Grant Time Period:	October 1, 2015 to September 30, 2016

PERSONNEL	Rate	Unit	# months	Org #			Org #1	Org #2	Org #3	TOTAL
				1	2	3				
STAFF				%	%	%				
Program Coordinator							\$0	\$0	\$0	\$35,000
							\$0	\$0	\$0	\$0
Program Administrator							\$0	\$0	\$0	\$20,000
							\$0	\$0	\$0	\$0
							\$0	\$0	\$0	\$0
Sub-total Staff							\$0	\$0	\$0	\$55,000
BENEFITS										
Program Coordinator							\$0			\$6,477
Health, Ret. Dis.								\$0		\$0
										\$0
										\$0
Sub-total Benefits							\$0	\$0	\$0	\$6,477
CONTRACT/CONSULTANT										
Training Facilitator	\$100.00	1 trainee	110 units				\$0	\$0	\$0	\$11,000
Social Worker	\$400.00	1 month	12				\$0	\$0	\$0	\$4,800
							\$0	\$0	\$0	\$0
							\$0	\$0	\$0	\$0
							\$0	\$0	\$0	\$0
Sub-total Contract/Consultant							\$0	\$0	\$0	\$15,800
TOTAL PERSONNEL							\$0	\$0	\$0	\$77,277

Appendix II - Budget Justification Form (Budget Narrative)

Personnel

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

The Peace Hub will utilize grant funds to support the role of a Program Coordinator at \$35,000/grant year and \$6,477 additional for fringe benefits. The grant will also be used to support the Program Administrator position at \$20,000/grant year. Finally, \$4,800 will be spent as a stipend for a Social Worker at \$400/month for the grant year totaling \$4,800. The Program Coordinator cultivates and maintains relationships with community partners while overseeing the overall operation of the Peace Hub. The Program Administrator role is designed to be the primary contact for Hub volunteers and referral administrators. The Program Administrator receives all referrals from Collins Academy High School, John Marshall High School, North Lawndale Community Academy and Cook County Probation Department. The Social Worker will handle case management of all clients and provide referrals services to clients with complex social-emotional needs.

Contract/Consultant

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

The Peace Hub intends to spend \$100 per trainee at \$11,000 total for restorative justice training i.e. peace circle training – both basic and advanced trainings provided by Rev. Robert Spicer. Rev. Spicer is a prominent teacher and trainer of restorative justice practices. More than that, Rev. Spicer is a strong supporter of the Saint Agatha Peace Hub. As such, he has agreed to lower his per-trainee fee from \$500/trainee to \$100/trainee in order to help the Hub utilize grant funding for other programmatic purposes. As the primary trainer for the Peace Hub, Rev. Spicer also acts as consultant to the Peace Hub staff. The aforementioned funds will also be utilized to cover Rev. Spicer's consulting fees.

Equipment

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

To support the two additional staffers, the Peace Hub will need to purchase two computers and general office supplies. The Hub will designate \$863 for the purchase of this equipment.

Materials and Supplies

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

Journals will be purchased for each participant at the cost of \$4/journal (120 journals). These journals are meant to promote and encourage the art of journaling – expression through poetry, essays and other writings. Journaling is a cathartic and healing activity that is germane with the work of the Peace Hub. Journals will be offered to every participant regardless of length of time working with the Peace Hub.

Refreshments are an important draw, particularly for young people. Some of the youth that maintain relationship with the Peace Hub have stated refreshments are pivotal to youth engagement in any para-scholastic extra-curricular activity.

Printing

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

The Hub anticipates utilizing approximately 40 reams of paper through the life of the grant. At a standard \$.02/page, the total cost of paper will total \$400. Additionally, copies, counted separately at \$.60/copy at approximately 200 copies for approximately 300 students, young people and parents equals \$180. Combined the printing total amounts to \$580 for the grant year.

Other Direct Costs

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

The Peace Hub will cover \$100/month for 12 months towards the cost of the Program Administrator's cellular phone bill. The Program Administrator will spend most of their time working outside of the parish office, and will need to utilize talk time, text and occasionally data to fulfill their role. Therefore, the Peace Hub will reimburse up to \$100/month for phone usage.

Parent stipends are set aside to incentivize parental involvement of students from the aforementioned school partners. Parents will be encouraged to attend training on restorative practices to utilize at home with their children. The goal is to train parents on the same restorative strategies that our school partners are using. These trainings will help with the continuity of support for young people before being referred to the Peace Hub. Stipends will be given out at \$75/household. We anticipate 100 parents will participate for a total of \$7,500 in parent stipends.

Indirect Costs

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

Rent for office space for the Program Coordinator and Program Administrator and Social Worker will be billed at \$300/month for 12 months totaling \$3,600.

The Peace Hub will allot \$5,000 for Facilitated Team Enrichment. To prevent volunteer and staff burnout and promote program creativity, the Peace Hub plans to provide a weekend retreat for volunteers and staff at a cost of \$2,500/day for all staff and volunteers.

Sustainability

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

In addition to the \$20,000 of dedicated volunteer hours, Saint Agatha will also pledge \$15,000 toward the work of the Peace Hub. We will be pursuing other grants from foundations seeking to support restorative justice efforts – particularly Woods Fund, Raskob, and Marshfield.

EXHIBIT 3

Evidence of Insurance

EXHIBIT 4

Identification of Subcontractor/Supplier/Subconsultant Form

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

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

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

Bid/RFP/RFQ No.: 1553-14829E	Date: 12/3/15
Total Bid or Proposal Amount: \$100,000	Contract Title: Restorative Justice Circle Training
Contractor: St Agathe Church	Subcontractor/Supplier/ Subconsultant to be added or substitute: Rev. Robert Spitzer
Authorized Contact for Contractor: Rev. Lawrence R Dowling	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Rev Robert Spitzer
Email Address (Contractor): denispadrea@aol.com	Email Address (Subcontractor): mrRASpitzer@gmail.com
Company Address (Contractor): 3147 W Douglas Blvd Chicago, IL	Company Address (Subcontractor): 8154 S. Michigan Ave
City, State and Zip (Contractor): Chicago, IL 60623	City, State and Zip (Subcontractor): Chicago, IL 60619
Telephone and Fax (Contractor): (773) 522-3050 (773) 522-3842	Telephone and Fax (Subcontractor): 773-322-0348
Estimated Start and Completion Dates (Contractor): Feb 1, 2016 - Jan 31, 2017	Estimated Start and Completion Dates (Subcontractor): Feb 1, 2016 - Jan 31, 2017

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

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Restorative Justice Circle Training	\$7,500

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

Contractor St Agathe Church

Name Rev. Lawrence R. Dowling

Title Pastor Date 12/3/15

Prime Contractor Signature [Signature] Date

EXHIBIT 5

MBE/WBE Utilization Plan

CONTRACT NO. 1553-14829E
Vendor: ST. AGATHA CATHOLIC CHURCH

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

From: [Aleatha Easley \(Contract Compliance\)](#)
To: [Kevin Casey \(Procurement\)](#)
Subject: Re: M/WBE goals for Restorative Justice Program Grants
Date: Thursday, July 16, 2015 3:35:42 PM

Hello Kevin,

After reviewing the provided contract scope for Contract No. 1553-14829, the Office of Contract Compliance recommends the MBE/WBE goals for the five (5) Restorative Justice Program contracts with estimated grant amount of \$100,000.00 for be set at 0% MBE/WBE participation. Should you have any questions please let me know.

Aleatha Easley
Compliance Officer
Cook County Office of Contract Compliance
118 N. Clark Street, Room 1020
Chicago, Illinois 60602
312.603.5504
aleatha.easley@cookcountylvil.gov

From: Kevin Casey (Procurement)
Sent: Tuesday, July 7, 2015 4:41 PM
To: Aleatha Easley (Contract Compliance)
Subject: M/WBE goals for Restorative Justice Program Grants

Hi Aleatha,

Can you provide me with M/WBE goals for Restorative Justice Program Grants for the Justice Advisory Council (JAC)?

The JAC is looking to distribute five (5) \$100,000 grants to organizations for this RFP.

This is the first year the JAC is issuing an RFP for the Restorative Justice Grants, but they are similar to the Violence Prevention and Recidivism Reduction Grant RFP's they have done earlier this year.

The contact person at the JAC for this RFP is Rebecca Janowitz at 312 603-1134.

Thanks!!

Sincerely,
Kevin B. Casey, CPPB
Office of the Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602
312 603-6830 ph.

EXHIBIT 6

Economic Disclosure Statement Forms

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

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 3 - 12
4	Contract and EDS Execution Page	EDS 13-15
5	Cook County Signature Page	EDS 16

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 sub-paragraphs (1) through (6) above.

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

THE 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

N/A

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

Name	Address

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

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

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

Yes: _____ No: _____

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

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

Yes: _____ No: _____

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

N/A

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. *N/A*

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): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

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 St. Aytha Parish

D/B/A: _____ FEIN NO.: _____

Street Address: 3147 W. Douglas Blvd.

City: Chicago State: IL Zip Code: 60623

Phone No.: (773) 522-3050 Fax Number: (773) 522-3842 Email: denispadre@aol.com

Cook County Business Registration Number: N/A
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): N/A

Form of Legal Entity:

[] Sole Proprietor [] Partnership [] Corporation [] Trustee of Land Trust

[] Business Trust [] Estate [] Association [] Joint Venture

[] Other (describe) _____

Ownership Interest Declaration:

N/A

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

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

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

Corporate Officers, Members and Partners Information:

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

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

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

Rev. Lawrence R. Dowling
Name of Authorized Applicant/Holder Representative (please print or type)

Pastor
Title

RS [Signature]
Signature

12/3/15
Date

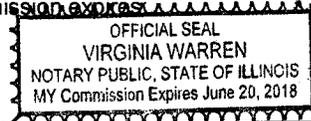
denispadre@aol.com
E-mail address

(773) 522-3050
Phone Number

Subscribed to and sworn before me
this 3rd day of Dec, 2015

My commission expires

x Virginia Warren
Notary Public Signature



Notary Seal



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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

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

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

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

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

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

Additional Definitions:

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

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

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

N/A

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

Name of Person Doing Business with the County: Law Lawrence R. Dowling

Address of Person Doing Business with the County: St Agathe, 3147 W. Douglas Blvd. Chicago 60625

Phone number of Person Doing Business with the County: (773) 502-3050

Email address of Person Doing Business with the County: denispadre@aol.com

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

B. **DESCRIPTION OF BUSINESS WITH THE COUNTY**

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

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 155314829 B

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 100,000

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: Office of Chief Procurement Officer

Kevin Casey

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

Lynetta Haynes Turner

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

Check the box that applies and provide related information where needed

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

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

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

N/A

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

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

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

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

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

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

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

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

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

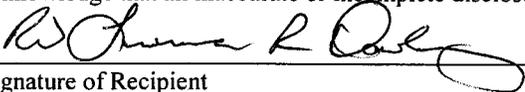
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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

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

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


12/3/15

 Signature of Recipient Date

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

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

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

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

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

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

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

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

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

I. Contract Information:

Contract Number: 155314829E
County Using Agency (requesting Procurement): Justice Advisory Council

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): N/A
Substantial Owner Complete Name: _____
FEIN# _____
Date of Birth: _____ E-mail address: _____
Street Address: _____
City: _____ State: _____ Zip: _____
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

WIA

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.

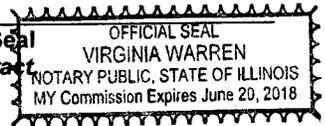
Signature: [Signature] Date: 12/3/15

Name of Person signing (Print): Rev. Lawrence R Dowdy Title: Pastor

Subscribed and sworn to before me this 3rd day of December, 20 15

x Virginia Warren
Notary Public Signature

Notary Seal



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

SECTION 4

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE PAGES 13, 14, & 15

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

Execution by Corporation

St. Agathe (Archdiocese of Chicago)
Corporation's Name

Rev. Lawrence R. Dowling
President's Printed Name and Signature

(773) 522-3050
Telephone

denispadre@aol.com
Email

[Signature]
Secretary Signature

August 17, 2015
Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature

Date

Telephone

Email

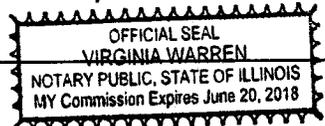
Subscribed and sworn to before me this

18 day of August, 2015

My commission expires: 6/20/2018

Virginia Warren
Notary Public Signature

Notary Seal



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

SECTION 6
COOK COUNTY SIGNATURE PAGE

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 8 DAY OF January, 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

1553-14829E

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 100,000.00

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

NOT REQUIRED

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

Date