

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.

- 5. All other terms and conditions remain as stated in the Contract.

In witness whereof, the County and Contractor have caused this Amendment No. 2 to be executed on the date and year last written below.

County of Cook, Illinois

Hinshaw & Culbertson, LLP

By: Shannon E. Andrews  
Chief Procurement Officer

Signed [Signature]

By: N/A  
State's Attorney (when applicable)

Robert T. Shannon  
Type or print name

Partner  
Title

Date: 6th May 2015

Date: 5-5-15

**AMENDMENT NO. 2**

This Amendment modifies Contract No. 1390-12614, for Legal Counsel for Shakman Compliance by and between the County of Cook, Illinois, herein referred to as "County" and Hinshaw & Culbertson, LLP, authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

**RECITALS**

Whereas, the County and Contractor have entered into a Contract approved by the Office of the Chief Procurement Officer on December 3, 2013, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Legal Counsel for Shakman Compliance (hereinafter referred to as the "Services") from February 1, 2013 through March 31, 2014, in an amount not to exceed \$150,000.00; and

Whereas, Amendment #1 was approved by the County Board on November 19, 2014 for a twelve (12) month extension in the amount of \$150,000.00; and

Whereas, the contract will expire March 31, 2015, and the agreed upon services are still required; and

Whereas, an extension is desired for the continuation of Services; and

Whereas, an increase in the amount of \$90,000.00 is required for the continuation of Services; and

Whereas, the County and Contractor desire to extend the Contract beginning on April 1, 2015 through December 31, 2015; and

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is extended through December 31, 2015.
2. The Contract is increased by \$90,000.00 and the Total Contract Amount is revised to \$390,000.00.
3. The attached Economic Disclosures Statement form is incorporated and made a part of this Contract.
4. Article 5- Compensation, Section 5.2 Method of Payment, is deleted in its entirety and is revised as follows:

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