



City of Chicago



O2013-5389

Office of the City Clerk

Document Tracking Sheet

Meeting Date: 6/26/2013

Sponsor(s): Emanuel, Rahm (Mayor)

Type: Ordinance

Title: Commissioners of Department of Fleet and Facility Management and Chicago Public Library authorized Use Agreement with Public Good Software, Inc. for use of portion of 400 S State St

Committee(s) Assignment: Committee on Housing and Real Estate

ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1: The Commissioner of the Department of Fleet and Facility Management and the Commissioner of the Chicago Public Library are authorized to execute a Use Agreement with Public Good Software, Inc. governing Public Good Software, Inc.'s use of a portion of 400 South State Street; such Use Agreement to be approved as to form and legality by the Corporation Counsel in substantially the following form:

**400 South State Street
Public Good Software, Inc.
Agreement No. 20296**

SECTION 2: This Ordinance shall be effective from and after the date of its passage and approval.

USE AGREEMENT

THIS USE AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2013 (the "Commencement Date"), by and between **CITY OF CHICAGO**, an Illinois Municipal Corporation and Home Rule Unit of Government (herein referred to as "City") and **PUBLIC GOOD SOFTWARE, INC.**, an Illinois Corporation (hereinafter referred to as "PGS").

RECITALS

WHEREAS, City is the owner of the Harold Washington Public Library Complex comprised of approximately 756,640 square feet of building space and located at 400 South State Street, Chicago, Illinois, (the "Building"); and

WHEREAS, the Chicago Public Library has identified certain underutilized space within the Building that could be used for other purposes; and

WHEREAS, the Chicago Public Library has selected PGS to perform certain services within the Building as outlined in the **Exhibit A** attached hereto and made a part hereof (the "Services"); and

WHEREAS, the Services that will be provided by PGS within the Building shall benefit visitors to the Chicago Public Library and staff of the Chicago Public Library; and

WHEREAS, the use of the Premises by PGS would provide PGS with critical incubator space from which PGS could expand and subsequently relocate to other non-City owned operational space; and

WHEREAS, City has agreed to allow PGS to use approximately 192 square feet of cubicle space located on the 5th Floor of the Building (part of Room 5N-10 - the "Premises"); and

WHEREAS, the use of the Premises by PGS would not increase or in any other way impact City's costs to maintain, repair, or operate the Building; and

NOW THEREFORE, in consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

SECTION 1. GRANT

1.1 Grant. City hereby provides PGS with access to the following described premises situated in City of Chicago, County of Cook, State of Illinois, to wit:

Approximately 192 square feet of cubicle space located on the 5th floor of 400 South State Street, Chicago, Illinois (part of PIN 17-16-247-060; -061; -062).

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SECTION 2. TERM

2.1 Term. The term of this Agreement ("Term") shall begin on the Commencement Date and shall terminate on December 31, 2013, unless sooner terminated as set forth in this Agreement.

SECTION 3. RENT, TAXES, AND UTILITIES

3.1 Rent. PGS shall pay base rent ("Rent") to City for use of the Premises in the amount of:

One Dollar (\$1.00) for the entire Term with the receipt and sufficiency of said sum hereby acknowledged by both parties.

3.2 Utilities. City shall pay for gas, electricity, and water supplied to the Building. PGS shall pay when due all charges for any applicable telephone or other communication service provided to the Premises for PGS's use.

3.3 Taxes. In the event that Leasehold taxes are ever assessed against the Premises as a result of PGS's tenancy, PGS shall pay when due any leasehold taxes, penalties, and interest assessed or levied on PGS's portion of the Premises without reimbursement or other setoff from City. PGS acknowledges that leasehold taxes are one (1) year in arrears in Cook County and that as a result PGS will be responsible for satisfaction of all leasehold taxes, penalties, and interest assessed or levied on the subject Premises at least one year after PGS vacates the Premises. Notwithstanding the foregoing, nothing contained herein shall preclude PGS from contesting any charge or tax levied against the Premises. The failure of PGS to pay such taxes, interest, and penalties during the pendency of the contest shall not constitute a default under this Agreement. PGS's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Agreement, but payment may be a requirement for contesting such taxes.

SECTION 4. CONDITION AND ENJOYMENT OF PREMISES, ALTERATIONS AND ADDITIONS, SURRENDER

4.1 Covenant of Quiet Enjoyment. City covenants and agrees that PGS, upon paying observing and keeping the covenants, agreements, and conditions of this Agreement on its part to be kept, observed, and performed, shall lawfully and quietly hold, occupy, and enjoy the Premises (subject to the provisions of this Agreement) during the Term without hindrance or molestation by City or by any person or persons claiming under City.

4.2 Maintenance. City shall take reasonable efforts to provide custodial services and to maintain the Building in a condition of good repair and good order. PGS shall advise City regarding any issues with maintenance of the Premises and/or Building. PGS shall also notify City regarding any issues with other services provided to the Premises and/or Building by City or through City's contractors.

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4.3 City's Right of Access. City shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises and for the purposes of monitoring PGS's use of the Premises.

4.4 Use of the Premises. PGS shall not use the Premises in a manner that would violate any law. PGS further covenants not to do or suffer any waste or damage any portion of the Premises and/or Building, and to comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state, and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises. Any activities on the Premises must be limited to office space related to PGS's professional business ventures and for the delivery of the Services. All such activities must be provided consistent with PGS's job creation purposes. PGS shall not charge any fees for access to the Premises and shall receive no other payment for such access to the Premises.

4.5 Alterations and Additions. PGS may not make any alterations, additions, and improvements to the Premises or to the Building.

SECTION 5. ASSIGNMENT, SUBLEASE, AND LIENS

5.1 Assignment and Sublease. PGS shall not assign this Agreement in whole or in part, or sublet the Premises or any part thereof.

5.2 PGS's Covenant against Liens. PGS shall not cause or permit any lien or encumbrance, whether created by act of PGS, operation of law or otherwise, to attach to or be placed upon City's title or interest in the Premises or Building. All liens and encumbrances created by PGS shall attach to PGS's interest only. In case of any such lien attaching, PGS shall immediately pay and remove such lien or furnish security or indemnify City in a manner satisfactory to City in its sole discretion to protect City against any defense or expense arising from such lien. Except during any period in which PGS appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, PGS shall immediately pay any judgment rendered against PGS, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If PGS fails to pay and remove any lien or contest such lien in accordance herewith, City, at its election, may pay and satisfy same, and all sums so paid by City, with interest from the date of payment at the rate set at 12% per annum.

SECTION 6. INSURANCE AND INDEMNIFICATION

6.1 Insurance. PGS shall procure and maintain at all times at PGS's own expense, during the Term of this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement with insurance companies authorized to do business in the state of Illinois.

The kinds and amounts of insurance required are as follows:

a) Workers Compensation and Employers Liability Insurance. Workers Compensation and Employers Liability Insurance and Occupational Disease Insurance, as

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prescribed by applicable law, covering all PGS's employees and Employer's Liability coverage with limits of not less than \$100,000 each accident or illness.

b) Commercial Liability Insurance. (Primary and Umbrella). Commercial Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, defense, separation of insureds, and contractual liability (with no limitation endorsement). City of Chicago, its employees, elected officials, agents, and representatives, and City's property manager for the Building are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from this Agreement.

c) Automobile Liability Insurance. (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, PGS shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence, for bodily injury and property damage.

d) All Risk Liability. PGS and its contractors and subcontractors shall be responsible for all loss or damage to personal property (including without limitation vehicles, materials, equipment, tools and supplies), owned, rented or used by PGS or its contractors and subcontractors. PGS shall be responsible for all loss or damage to City-owned property, improvements or facilities at replacement cost."

6.2 Other Terms of Insurance. PGS will furnish City of Chicago, Department of Fleet and Facility Management, Office of Real Estate Management, 30 North LaSalle Street, Suite 300, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage 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. PGS shall submit evidence on insurance prior to Agreement award. The receipt of any certificates does not constitute agreement by City 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 City to obtain certificates or other insurance evidence from PGS shall not be deemed to be a waiver by City. PGS shall advise all insurers of this Agreement provisions regarding insurance. Non-conforming insurance shall not relieve PGS of its obligation to provide Insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and City retains the right to terminate this Agreement until proper evidence of insurance is provided.

The insurance shall provide for 60 days prior written notice to be given to City in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by PGS.

PGS agrees that its insurers shall waive their rights of subrogation against City of Chicago its employees, elected officials, agents or representatives.

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PGS expressly understands and agrees that any coverages and limits furnished by PGS shall in no way limit PGS's liabilities and responsibilities specified within this Agreement documents or by law.

PGS expressly understands and agrees that any insurance or self-insurance programs maintained by City of Chicago shall apply in excess of and not contribute with insurance provided by PGS under this Agreement.

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

City of Chicago, Department of Finance, Office of Risk Management, maintains the right to modify, delete, alter or change these requirements.

6.3 Indemnification. PGS shall indemnify, defend, and hold City harmless against all liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, costs, damages, and expenses (including reasonable attorney's fees, expenses, and court costs) (collectively the "Claims"), whether such claim is related to or arises from personal injury or property damage which may be expended by or accrue against, be charged to, or be recovered from City or PGS by reason of PGS's performance of or failure to perform any of PGS's obligations under this Agreement or PGS's negligent acts or failure to act, or resulting from the acts or failure to act of PGS's contractors, subcontractors, respective officers, directors, agents, employees, invitees, or third parties.

SECTION 7. DAMAGE OR DESTRUCTION

7.1 Damage or Destruction. If the Premises and/or the Building are damaged or destroyed or a casualty to such extent that PGS cannot continue to occupy or conduct its normal business therein, or if, in PGS's or City's opinion, the Premises and/or Building are rendered untenable, either City or PGS shall have the option to declare this Agreement terminated as of the date of such damage or destruction by giving the other party written notice of such exercise. If either party exercises this option, PGS shall cease operations immediately.

SECTION 8. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

8.1 Conflict of Interest. No official or employee of City of Chicago, nor any member of any board, commission or agency of City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use her or his position to influence any City governmental decision or action with respect to this Agreement.

8.2 Duty to Comply with Governmental Ethics Ordinance. City and PGS shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics," including but not limited to section 2-156-120, which states that no payment, gratuity, or offer of

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employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to City of Chicago.

SECTION 9. HOLDING OVER

9.1 Holding Over. Any holding over by PGS shall be construed to be a tenancy from month to month beginning on January 1, 2014. During any holding over, all other provisions of this Agreement shall remain in full force and effect.

SECTION 10. MISCELLANEOUS

10.1 Notice. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by PGS to City shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to City as follows:

Chicago Public Library
400 South State Street, Room 1000
Chicago, Illinois 60605

With a copy to:

City of Chicago
Department of Fleet and Facility Management
Office of Real Estate Management
30 North LaSalle Street, Suite 300
Chicago, Illinois 60602

or at such other place as City may from time to time designate by written notice to PGS. All notices, demands, and requests by City to PGS shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to PGS as follows:

Public Good Software, Inc.
4445 North Sacramento Avenue
Chicago, Illinois 60625

or at such other place as PGS may from time to time designate by written notice to City. Any notice, demand or request which shall be served upon PGS by City, or upon City by PGS, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity. If any covenant, condition, provision, term or agreement of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining covenants,

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conditions, provisions, terms and agreements of this Agreement shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Agreement shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law. This Agreement shall be construed and be enforceable in accordance with the laws of the State of Illinois, without regard to choice of laws.

10.4 Entire Agreement. All preliminary and contemporaneous negotiations are merged into and incorporated in this Agreement. This Agreement contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions and Section Numbers. The captions and section numbers appearing in Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

10.6 Binding Effect of Agreement. The covenants, agreements, and obligations contained in this Agreement shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors, and assigns.

10.7 Time is of the Essence. Time is of the essence of this Agreement and of each and every provision hereof.

10.8 No Principal/Agent or Partnership Relationship. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization to Execute Agreement. The parties executing this Agreement hereby represent and warrant that they are duly authorized and acting representatives of City and PGS respectively and that by their execution of this Agreement, it became the binding obligation of City and PGS respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination of Agreement. City and PGS shall have the right to terminate this Agreement for any reason by providing each other with thirty (30) days prior written notice at any time after the Commencement Date.

10.11 Force Majeure. When a period of time is provided in this Agreement for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

10.12 PGS Default. PGS must adhere to all provisions of this Agreement. Failure of PGS to adhere to all provisions of this Agreement will result in default. In the event of such default, City will notify PGS in writing as to the circumstances giving rise to such default. Upon

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written receipt of such notice, PGS must cure such default within five (5) days. If PGS does not cure such default within five (5) days, City may cancel this Agreement with ten (10) days written notice.

10.13 No Brokers. PGS warrants to City that no broker or finder (a) introduced PGS to the Premises, (b) assisted PGS in the negotiation of this Agreement, or (c) dealt with PGS on PGS's behalf in connection with the Premises or this Agreement. City warrants to PGS that no broker or finder (a) introduced City to PGS, (b) assisted City in the negotiation of this Agreement, or (c) dealt with City on City's behalf in connection with the Premises or this Agreement. Any and all payments due from PGS to City under this Agreement shall be paid directly to City.

10.14 Amendments. From time to time, the parties hereto may administratively amend Agreement with respect to any provisions reasonably related to PGS's use of the Premises and/or City's administration of this Agreement. Provided, however, that such Amendment(s) shall not serve to extend the Term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such Amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both City and PGS. Such Amendment(s) shall only take effect upon execution by both parties. Upon execution, such Amendment(s) shall become a part of this Agreement and all other provisions of this Agreement shall otherwise remain in full force and effect.

10.15 Existing Furniture. During the Term of this Agreement, PGS may use any furniture belonging to City and located within the Premises that is not removed by City by the Commencement Date. All furniture shall, however, always remain property of City.

10.16 No Other Rights. The execution of this Agreement does not give PGS any other right with respect to the Premises and/or Building. Any rights not expressly granted to PGS through this Agreement are reserved exclusively to City. Unless otherwise specified in this Agreement, the execution of this Agreement does not obligate City to undertake any additional duties or services.

10.17 No Construction against Preparer. This Agreement shall not be interpreted in favor of either City or PGS. City and PGS acknowledge that both parties participated fully in the mutual drafting of this Agreement.

10.18 Use of Conference Rooms. PGS may use any conference rooms within the Building to perform the Services. Such access shall, however, be subject to the approval and convenience of Chicago Public Library staff.

SECTION 11. RESPONSIBILITIES OF PGS

11.1 PGS Inspection. PGS has inspected the Premises, the Building, and all related areas and grounds. PGS is satisfied with the physical condition thereof. PGS accepts the Premises and the Building in "as-is" condition.

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11.2 Upkeep of Premises. PGS shall keep the Premises in clean, orderly, and presentable condition. PGS shall keep the Premises in a sanitary condition, free of insects, rodents, vermin, and other pests. PGS shall be responsible for payment of any extermination services that may be required to resolve any issues that may arise from PGS's failure to maintain the Premises in a sanitary condition, free of insects, rodents, vermin, and other pests.

11.3 Use of Phone Lines and Data Lines. Where possible, PGS shall use City's existing phone and data lines for PGS's phone and data lines. If PGS requires additional or new phone or data lines, PGS shall pay for all costs required for such additional or new phone or data lines. PGS shall also be responsible for removal or relocation of any City phone or data lines that may be required for installation of PGS's equipment. In the event that that PGS uses City's phone lines or data lines, PGS shall reimburse of City's cost for such phone lines or data lines.

11.4 Security. PGS shall secure PGS's property located within the Premises. PGS acknowledges and agrees that City shall not be responsible for any of PGS property, equipment, or records that may be stored with in the Premises. PGS shall abide by any security rules that may apply to the Building and/or the Premises.

11.5 Repairs for PGS Negligence, Vandalism, or Misuse. PGS shall assume responsibility for any repairs to the Premises and/or Building necessitated by the negligence, vandalism, or misuse of the Premises and/or Building or equipment therein by PGS's employees, invitees, agents, third parties, clients, contractors, or subcontractors.

11.6 Hazardous Materials. PGS shall keep out of the Premises materials which cause a fire hazard or safety hazard. PGS shall not store any hazardous materials within the Premises and/or Building.

11.7 Illegal Activity. PGS shall not perform or permit any practice that is injurious to the Premises or Building, is illegal, or increases the rate of insurance on the Premises and/or Building.

11.8 No Alcohol or Illegal Drugs. PGS agrees that no alcoholic beverages or illegal drugs of any kind or nature shall be sold, given away, or consumed on the Premises or Building by PGS's staff, contractors, agents, invitees, or clients.

11.9 Licensing and Permits. For any activity which PGS desires to conduct on the Premises in which a license or permit is required, said license or permit must be obtained by PGS prior to using the Premises for such activity. City must be notified of any such license or permit. Failure to obtain and maintain a required license or permit shall constitute a breach of the terms of this Agreement.

11.10 Full Liability. PGS assumes full legal and financial responsibility and liability for any use of the Premises by PGS, PGS's staff, PGS's agents, PGS's invitees, PGS's contractors, and PGS clients entering the Premises or the Building.

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11.11 Non-Discrimination. PGS agrees that PGS shall not discriminate on the basis of race, color, sex, age, religion, disability, national origin, sexual orientation, marital status, parental status, military discharge status, immigration status, or source of income with respect to services provided by PGS on the Premises. PGS shall not use the Premises for any religious purposes.

11.12 Building Rules. PGS shall comply with all reasonable rules and regulations in place on the Commencement Date or thereafter promulgated in writing by City for the Building.

11.13 City Use Paramount. PGS affirms that the Building is actively used as the Harold Washington Library Complex. PGS acknowledges that the most important use of the Building is Harold Washington Library Complex. PGS shall refrain from undertaking any activities that interfere with City's use of the Building as determined solely by City. City reserves the right to terminate PGS's use of the Building and the Premises at any time in the event such use interferes with City's use of the Building.

11.14 Non-Exclusive. PGS acknowledges that City may pursue and execute similar Use Agreements with other parties including, but not limited to, any of PGS's competitors. In the event that City terminates PGS's access to the Premises, City is under no obligation whatsoever to find alternative locations for PGS's use and City shall not contribute anything whatsoever for PGS's removal from the Premises in the event of such termination.

11.15 Limited, Nonexclusive Rights. This Agreement is a revocable, nonexclusive, and non-possessory authorization for PGS to enter upon and use the Premises solely for the purposes, terms, and conditions stated herein. PGS may not use the Premises for any other purpose or in any other manner without City's prior written consent. This Agreement in no way restricts City's use of the Building, any interest therein, or any improvements thereon, or Licensor's use of the Premises in any manner not inconsistent with this Agreement. This Agreement is not intended to create or convey to Licensee an interest in real property, and may not be recorded without Licensor's prior written permission.

11.16 Economic Disclosure Statement and Affidavit ("EDS") Updates. Throughout the Term and during any holding over periods, PGS shall provide City with any material updates to the information previously submitted in PGS's Economic Disclosure Statement and Affidavit ("EDS"). City may also request such updates from time to time. Failure to provide such information on a timely basis shall constitute a default under this Agreement.

11.17 Condition on Surrender. Upon the termination or cancellation of this Agreement, PGS shall surrender the Premises to City in a comparable or better condition to the condition of the Premises at the beginning of PGS's occupancy. PGS shall remove PGS's personal property and equipment and shall repair any injury or damage to the Premises and/or Building resulting from such removal. If PGS does not remove PGS's furniture, machinery, trade fixtures and all other items of personal property, City may, at its option, remove the same and deliver them to any other place of business of PGS or warehouse the same. PGS shall pay the cost of such removal, including the repair for such removal, delivery and warehousing, to City on demand, or

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City may treat such property as being conveyed to City with this Agreement serving as a bill of sale, without further payment or credit by City to PGS.

SECTION 12. PGS DISCLOSURES AND REPRESENTATIONS

12.1 Business Relationships. PGS acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. PGS hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

12.2 Patriot Act Certification. PGS represents and warrants that neither PGS nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which City may not do business under any applicable law, rule, regulation, order or judgment, the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to PGS that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with PGS, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

12.3 Prohibition on Certain Contributions-Mayoral Executive Order No. 2011-4. PGS agrees that PGS, any person or entity who directly or indirectly has an ownership or beneficial interest in PGS of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, PGS's contractors (i.e., any person or entity in direct contractual privity with PGS regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (PGS and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of City of Chicago (the "Mayor") or to his

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political fundraising committee (i) after execution of this Agreement by PGS, (ii) while this Agreement or any Other Contract is executory, (iii) during the Term of this Agreement or any Other Contract between PGS and City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

PGS represents and warrants that from the date City approached PGS or the date PGS approached City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

PGS agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

PGS agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Notwithstanding anything to the contrary contained herein, PGS agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles City to all remedies (including, without limitation, termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If PGS intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the execution of this Agreement, City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with City of Chicago to which PGS is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by City Council of City of Chicago.

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"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - 4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

12.4 Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, PGS warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, PGS's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner of the City's Department of Fleet and Facility Management. Such breach and default entitles City to all remedies under this Agreement, at law or in equity. This section does not limit PGS's, general contractor's and its subcontractor's duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by City as grounds for the termination of this Agreement, and may further affect PGS's eligibility for future contract awards.

AGREEMENT NO. 20296

12.5 Failure to Maintain Eligibility to do Business with City. Failure by PGS or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Agreement and the transactions contemplated thereby. PGS shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

12.6 Cooperation with Inspector General and Legislative Inspector General. In accordance with Chapter 2-26-110 et seq. of the Municipal Code, PGS acknowledges that every officer, employee, department and agency of City shall be obligated to cooperate with the Office of the Inspector General and Office of the Legislative Inspector General in connection with any activities undertaken by such office with respect to this Agreement, including, without limitation, making available to the Office of the Inspector General and the Office of the Legislative Inspector General the department's premises, equipment, personnel, books, records and papers. PGS agrees to abide by the provisions of Chapter 2-26-110 et seq.

12.7 Shakman Prohibitions.

(i) City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and City Hiring Plan prohibit City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) PGS is aware that City policy prohibits City employees from directing any directing any individual to apply for a position with PGS, either as an employee or as a subcontractor, and from directing PGS to hire an individual as an employee or as a subcontractor. Accordingly, PGS must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by PGS under this Agreement are employees or subcontractors of PGS, not employees of City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between City and any personnel provided by PGS.

(iii) PGS will not condition, base, or knowingly prejudice or affect any term or term or aspect to the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

AGREEMENT NO. 20296

(iv) In the event of any communication to PGS by a City employee or City official in violation of Section 12.7(ii) above, or advocating a violation of Section 12.7(iii) above, PGS will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the relevant City Department utilizing services provided under this Agreement. PGS will also cooperate with any inquiries by IGO Hiring Oversight or the *Shakman* Monitor's Office related to the contract.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed Agreement as of the day and year first above written.

CITY:

CITY OF CHICAGO,
an Illinois Municipal Corporation and Home Rule Unit of Government

THE DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By: _____
Commissioner

APPROVED: THE CHICAGO PUBLIC LIBRARY

By: _____
Commissioner

**APPROVED: THE CHICAGO PUBLIC LIBRARY
BOARD OF DIRECTORS**

By: _____
President

APPROVED AS TO FORM AND LEGALITY:
THE DEPARTMENT OF LAW

By: _____
Deputy Corporation Counsel
Real Estate Division

PGS:

PUBLIC GOOD SOFTWARE, INC.,
an Illinois Corporation

By: _____

Name: _____

AGREEMENT NO. 20296

Its: _____

EXHIBIT A

SERVICES TO BE PROVIDED BY PUBLIC GOOD SOFTWARE, INC. AT 400 SOUTH STATE STREET

PGS shall provide the following services:

1. A weekly blog post answering e-mailed questions about starting a company; this can capture advice PGS commonly gives to people over time.
2. Face-to-face office hours in the Building, including meetings 1 day/week with 30 minute slots available to the public on those days for a total of 2 hours of available time each week.
3. Develop a web page or visualization hosted somewhere pointing to Chicago Public Library resources and organizations around Chicago that help entrepreneurs.
4. Develop and implement a public program at the Building that reports back to the community about the experience of incubating a business in the Building.
5. Develop and implement a collaborative design session with Chicago Public Library staff about how to best design the residency model.



**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

PUBLIC GOOD SOFTWARE, INC.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant
OR

2. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____
OR

3. a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 4445 N. SACRAMENTO AVE.
CHICAGO, IL 60625-3827

C. Telephone: 877-941-2747 Fax: _____ Email: INFO@PUBLICGOODSOFTWARE.COM

D. Name of contact person: JASON KUNESH

E. Federal Employer Identification No. (if you have one): _____

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

USE OF A00 S. STATE FOR ENTREPRENEURIAL ACTIVITY.

G. Which City agency or department is requesting this EDS? CHICAGO PUBLIC LIBRARY

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- Person
 - Publicly registered business corporation
 - Privately held business corporation
 - Sole proprietorship
 - General partnership
 - Limited partnership
 - Trust
 - Limited liability company
 - Limited liability partnership
 - Joint venture
 - Not-for-profit corporation
- (Is the not-for-profit corporation also a 501(c)(3))?
- Yes No
- Other (please specify)
-

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

ILLINOIS

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes No N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity.

NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
<u>JASON KUNESH</u>	<u>CEO</u>
<u>PAUL SMITH</u>	<u>CHIEF TECHNOLOGY OFFICER</u>
<u>DAN RATNER</u>	<u>CHAIRMAN OF THE BOARD</u>

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE:** Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party	
JASON		20	33
PAUL		20	33
DAN		20	33
UNALLOCATED STOCK		40	

* WE ARE PRE-CAPITAL. FOUNDERS HAVE 60%, WITH 40% SET ASIDE FOR INVESTORS & EMPLOYEES

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

Yes

No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party 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 Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative 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 Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
MARC J. LANE	180 N. LaSalle St Ste 2100	Attorney	\$10,000 estimated

(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes No No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

8. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

None

9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

is is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes

No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes

No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to

comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

X 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI – CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes No

If you checked "No" to question 1. or 2. above, please provide an explanation:

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

JASON KUNESH

(Print or type name of Disclosing Party)

By: [Signature]
(Sign here)

JASON KUNESH

(Print or type name of person signing)

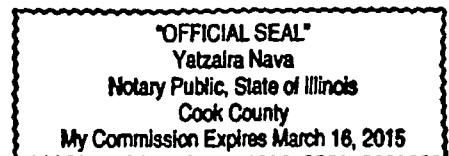
CEO

(Print or type title of person signing)

Signed and sworn to before me on (date) May 22, 2013,
at Cook County, IL (state).

[Signature] Notary Public.

Commission expires: March 16, 2015.



**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A**

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

[] Yes

No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.
