



# Office of the City Clerk

City Hall  
121 N. LaSalle St.  
Room 107  
Chicago, IL 60602  
www.chicityclerk.com

## Legislation Details (With Text)

**File #:** SO2011-6389  
**Type:** Ordinance **Status:** Passed  
**File created:** 7/28/2011 **In control:** City Council  
**Final action:** 9/8/2011  
**Title:** Website solution and fiscal sponsorship agreements with Executive Service Corps of Chicago, The  
**Sponsors:** Emanuel, Rahm  
**Indexes:** Miscellaneous  
**Attachments:** 1. O2011-6389.pdf, 2. SO2011-6389.pdf

Date	Ver.	Action By	Action	Result
9/16/2011	1	Office of the Mayor	Signed by Mayor	
9/8/2011	1	City Council	Passed as Substitute	Pass
9/6/2011	1	Committee on Budget and Government Operations	Recommended to Pass	Pass
7/28/2011	1	City Council	Referred	

### OFFICE OF THE MAYOR

CITY OF CHICAGO  
RAHM EMANUEL  
MAYOR

July 28, 2011

TO THE HONORABLE, THE CITY COUNCIL OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Family and Support Services, I transmit herewith an ordinance authorizing the execution of a fiscal sponsor agreement and web hosting agreement.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

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### ORDINANCE

WHEREAS, the City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

> WHEREAS, One Good Deed Chicago (the "Project") is a City initiative to increase volunteerism for Chicago's non-profit sector; and

WHEREAS, the Project is funded, in part, by a grant in the amount of \$200,000 previously received by the City from Fund for Cities of Service, Inc., ("FCS"); and

WHEREAS, FCS has also offered to grant the use of its module-based website solution (the "Website Solution") to the City for the Project pursuant to a proposed agreement between the City and FCS (the "Website Solution Agreement"); and

WHEREAS, the City desires to enter into a fiscal sponsorship agreement (the "Fiscal Sponsorship Agreement," and together with the Website Solution Agreement, the "Agreements") with The Executive Service Corps of Chicago, an Illinois not-for-profit corporation ("ESC"), to support the Project; now, therefore, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though

fully set forth herein. ^

SECTION 2. The Commissioner of the Department of Family and Support Services (the "Commissioner") or the Commissioner's designee (in either case, the "Authorized Officer") are each hereby authorized to enter into and execute the Agreements in substantially the forms attached hereto as Exhibits 1 (the Website Solution Agreement) and 2 (the Fiscal Sponsorship Agreement) (with such changes thereto as the Authorized Officer deems appropriate) and to perform any and all acts as shall be necessary or advisable in connection with the City's performance under the Agreements, including but not limited to the solicitation of grants, charitable contributions and gifts (including from persons doing business or seeking to do business with the City, as such terms are defined in Section 2-165-010 of the Municipal Code of Chicago, and their affiliates) to ESC to support the Project pursuant to the Fiscal Sponsorship Agreement.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance shall be effective as of the date of its passage and approval.

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## EXHIBIT 1, WEBSITE SOLUTION AGREEMENT

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### CITIES OF SERVICE

\_,2011

[Name]

[Counterparty] [Address] [Address] Dear [Name]:

Re: Cities of Service Initiative - Websites

In connection with the participation of MMje-^L^^v^hs^W^ ("Participant") in the Cities of Service coalition (the "Initiative"), Fund for Cities of Service, Inc. ("FCS") is inviting Participant to sign up for FCS' module-based website solution (the "Website Solution") on the terms and subject to the conditions set forth in this letter.

As a condition for receiving the Website Solution from FCS, Participant agrees as follows:

(1) *The Website Solution is solely and exclusively for the use by Participant and solely in connection with the Initiative. From and after the availability of the Website Solution, Participant will devote such resources (including time of Participant employees) as necessary to launch the website supported by the Website Solution and maintain such website in good working order with up-do-date information.*

(2) While no fees or expenses shall be payable by Participant to FCS in connection with the .Website Solution, Participant will be responsible for its own fees and expenses incurred in connection with the Website Solution (including, without limitation, procurement and maintenance of a URL, the creation and/or acquisition of content to be used or displayed in connection with the Website Solution, the time of its personnel and other resources utilized in connection with the Website Solution, and any fees incurred with third parties). For the avoidance of doubt, as between Participant and FCS, any content contributed to Participant's website by Participant shall be owned by Participant and any content contributed to Participant's website by FCS shall be owned by FCS. However, as between the parties to this letter agreement, FCS shall own all copyrights in the layout and organization of the Website Solution delivered by FCS to Participant.

(3) FCS' provision of the Website Solution to Participant may be modified, suspended, withdrawn or terminated at any time for any or no reason. While FCS will use reasonable efforts to provide Participant notice of any such modification, suspension, withdrawal or termination, FCS will be under no obligation to do so. Without limiting the foregoing, FCS does not anticipate providing the Website Services beyond September 3, 2012. In addition, Participant shall have the right to cease using the Website Solution at any time upon not less than thirty (30) days' prior written notice to FCS.

(4) FCS WARRANTS THAT NEITHER THE WEBSITE SOLUTION NOR ANY CONTENT POSTED THERETO BY, OR AT THE REQUEST OF, FCS PURSUANT TO SECTION 6 BELOW WILL MISAPPROPRIATE,

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### CITIES OF SERVICE

INFRINGE OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SECTION 4, FCS MAKES NO EXPRESS OR IMPLIED WARRANTIES RELATING TO THE WEBSITE SOLUTION OR ANY CONTENT CONTRIBUTED TO PARTICIPANT'S WEBSITE BY FCS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, NEITHER FCS, NOR ITS OFFICERS, EMPLOYEES OR AGENTS SHALL HAVE ANY RESPONSIBILITY, CONTINGENT OR OTHERWISE, FOR ANY LOST PROFITS, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT, FROM WHATEVER CAUSE.

(5) Participant is solely responsible for its utilization of the Website Solution, including, without limitation, procurement of all rights and licenses necessary for the content Participant makes available via the Website Solution and ensuring that all such content complies with applicable laws and regulations. Accordingly, Participant shall indemnify, hold harmless and defend FCS, at the expense of Participant, from and against any loss, claim, action, demand, liability or expense (including FCS' reasonable attorneys' fees) arising in connection with (i) content contributed to the Website Solution by Participant, and/or (ii) Participant's use of the Website Solution in violation of this agreement.

(6) FCS may post, or request that Participant post, such content on the publicly available areas of the Website Solution as FCS deems appropriate. FCS shall indemnify, hold harmless and defend Participant, at the expense of FCS, from and against any loss, claim, action, demand, liability or expense (including Participant's reasonable attorneys' fees) arising in connection with any such content.

(7) Participant shall post such terms and conditions on the publicly available areas of the Website Solution as FCS shall reasonably request from time to time (it being expressly understood and agreed that (i) FCS shall have no obligation to provide any such terms and conditions to Participant and (ii) FCS' provision of any such terms and conditions to Participant shall not in any way be construed as a representation or warranty by FCS that such terms and conditions are legally enforceable, suitable for any particular purposes, compliant with applicable law, or otherwise).

(8) Participant shall post a privacy policy, that complies with applicable law and regulations, on the publicly available areas of the Website Solution, and Participant shall comply with such privacy policy.

(9) This letter is the complete and exclusive statement of the agreement between FCS and Participant with respect to the subject matter hereof and supersedes any oral or written communications, representations or agreements relating thereto. No changes, modifications or waivers regarding this letter are or shall be binding unless in writing and signed by both FCS and Participant. This letter, including any changes, modifications, waivers or notifications relating hereto, may be executed and delivered by facsimile or electronic mail and shall constitute the final agreement of FCS and Participant with respect to the subject matter hereof and conclusive proof of such agreement. For convenience, FCS and Participant may execute this letter, including any changes, modifications, waivers or notifications relating thereto, in counterparts, and each such executed counterpart, including any copy thereof, shall be and shall be deemed an original and all of which together shall constitute and shall be deemed to constitute one and the same instrument.

(10) Participant shall not assign this letter or any right or obligation hereunder without the prior written consent of FCS. FCS may assign this letter, in whole or in part, to one or more affiliated entities and/or third parties. Subject to the CITIESOFSERVICE.ORG <<http://CITIESOFSERVICE.ORG>>

## CITIES OF SERVICE

foregoing, this letter shall be binding upon and inure to the benefit of Participant and FCS and their respective successors and assigns.

(11) Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any such arbitration proceeding shall be conducted in Participant's home city and in accordance with the laws of Participant's home state.

*[Remainder of Page Intentionally Left Blank]*

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(12) This letter, including any schedules, amendments, modifications, waivers, or notifications relating thereto may be executed and delivered by facsimile, electronic mail, or other electronic means. Any such facsimile, electronic mail transmission, or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed to be in writing and to have the same effect as if signed manually.

Sincerely,

Fund for Cities of Service, Inc.

By: \_

Name: Title:

Accepted and agreed:

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By: \_: \_' \_ - - .

Name: Title:

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## EXHIBIT 2, FISCAL SPONSORSHIP AGREEMENT

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### **FISCAL SPONSORSHIP AGREEMENT BETWEEN THE EXECUTIVE SERVICE CORPS OF CHICAGO AND THE CITY OF CHICAGO, ILLINOIS REGARDING ONE GOOD DEED CHICAGO**

This Fiscal Sponsorship Agreement (the "Agreement") is made as of the \_day of \_\_, 2011, by and between The Executive Service Corps of Chicago, an Illinois not-for-profit corporation (the "Sponsor"); and the City of Chicago, Illinois, a municipal corporation (the "City").

The Sponsor: The Sponsor is exempt from federal tax under section 501(c)(3) of the Internal Revenue Code, as amended (the "Code").

The Project: One Good Deed Chicago (the "Project") is a City initiative to increase volunteerism for Chicago's non-profit sector. A scope of and anticipated budget for the Project are attached hereto as Exhibits A and B, respectively, and hereby incorporated herein.

The Agreement: The Sponsor is willing to receive tax-deductible charitable contributions for the benefit and use of implementing the Project. The City, with the administrative assistance of the Sponsor pursuant hereto, desires to use these funds in order to implement the Project.

By entering into this Agreement, the parties hereto agree to the following terms and conditions:

1. Receipt of funds: The Sponsor agrees to receive grants, contributions and gifts to be used for the Project, and to make those funds available for the Project, subject to the Sponsor's retention of a 5% administrative fee from every such monetary grant, contribution and gift as received. The Sponsor will be paid 50% of the total budgeted administrative fee at the start of the Project, representing 5% of the first \$100,000 in monetary grants, contributions and gifts. The Sponsor will thereafter retain a 5% administrative fee from every such monetary grant, contribution and gift received in excess of the initial \$100,000.
2. Acknowledgment of charitable donations on behalf of the Project: The Sponsor agrees that all grants, charitable contributions and gifts which it receives for the Project will be reported as contributions to the Sponsor as required by law, and further agrees to acknowledge receipt of any such grant, charitable contribution or gift in writing and to furnish evidence of its status as an exempt organization under Section 501(c)(3) to the donor upon request. The Sponsor agrees to notify the City of any change in the Sponsor's tax-exempt status.
3. Protection of tax-exempt status: The City agrees not to use funds received from the Sponsor for reimbursement of Project expenses in any way which would jeopardize the tax-exempt status of the Sponsor. The City agrees, subject to applicable law, to comply with any written request by the Sponsor that the City cease activities which might jeopardize the Sponsor's tax-exempt status, and further agrees that the Sponsor's obligation to make funds available for the Project is suspended in the event that the City fails to comply with any such request. Any changes in the purpose of the Project for which funds are spent must be approved in writing by the Sponsor before implementation. The Sponsor retains the right, if the City breaches this Agreement, or if the Project jeopardizes the Sponsor's tax-exempt status, to withhold, withdraw, or demand immediate return of funds disbursed to the City for reimbursement of Project expenses from the City.
4. Use of funds: The Sponsor also authorizes the City to make expenditures, which do not exceed total contributions for the Project, on the Sponsor's behalf for use in the Project. The City agrees to use any and all funds received from the Sponsor solely for reimbursement of legitimate expenses of the Project and to account fully to the Sponsor for the disbursement of these funds. On behalf of and with its funds, the Sponsor will pay for the Project's direct expenses like computers, and travel and meeting expenses. The Sponsor will obtain authorization from the City to pay these expenses using the Project's funds.
5. Financial procedures: Subject to applicable law, the City must comply with the financial policies outlined in the Sponsor's Financial Procedures Manual, a copy of which the Sponsor has heretofore provided to the City and any amendments to or revisions of which the Sponsor shall promptly provide to the City. Subjects of particular interest to the Project include: Cash Disbursements, Purchasing, Travel and Expenses, Consultants,

Grants and Contracts, and Other - Fiscal Agent Status. Invoices must be approved by the City prior to payment and payments will be processed by the Sponsor once monthly at the end of each month.

6. [intentionally omitted]

7. Financial accounting and reporting: The Sponsor will maintain books and financial records for the Project in accordance with generally accepted accounting principles. The Project's revenue and expenses shall be separately classed in the books of the Sponsor. The Sponsor will provide reports reflecting Project revenue and expenses to the City on a monthly basis, on the 15<sup>th</sup> day after the end of each month, and, on an annual basis, within three months after the end of each fiscal year of the Sponsor (ending each\_\_).

8. [intentionally omitted] >

9. Governance: Authority to manage the programmatic activities of the Project is delegated to the City's Chief Service Officer, subject at all times to the provisions hereof.

10. Fundraising: The City may solicit gifts, contributions, and grants on behalf of the Sponsor which are earmarked for the activities of the Project. The City's choice of funding sources to be approached and the text of the City's letters of inquiry, grant applications, and other fundraising materials are subject to approval by the Sponsor. The Sponsor's Executive Director must co-sign all original letters of inquiry, grant proposals, and grant agreements. All grant agreements, pledges, or other commitments with funding sources to support the Project shall be executed by the Sponsor. The cost of any reports or other compliance measures required by such funding sources shall be borne by the Project. The Sponsor's Operations Manager must be copied at least one week in advance on all progress and final report submissions. The Sponsor shall be responsible for the processing and acknowledgment of all monies received for the Project, which shall be reported as the income of the Sponsor for both tax purposes and for purposes of the Sponsor's financial statements. Grants involving government or public agency monies have substantial reporting and auditing requirements; therefore, if the City desires to apply for government or public agency grants, the City must get advance approval to do so from the Sponsor's Executive Director.

11. Renewal of this Agreement: If both the Sponsor and City desire to do so, this Agreement may be renewed in writing on\_\_(date), and annually thereafter.

12. Termination: Either party may terminate this Agreement by giving 60 days' written notice to the other party. If the Project will continue to exist but one of the parties desires to terminate the Sponsor's fiscal sponsorship of the Project, the following terms and conditions shall apply. Another nonprofit corporation which is tax-exempt under IRC Section 501(c)(3) and is not classified as a private foundation under Section 509(a) must be willing and able> to sponsor the Project (the "Successor"). The Successor must be approved in writing by both parties by the end of the 60-day written notice period. If the parties cannot agree on a Successor to sponsor the Project, the City shall have an additional 60 days to find a Successor willing and able to sponsor the Project. If a Successor is found, the balance of assets held by the Sponsor for the Project, together with any other assets held or liabilities incurred by the Sponsor in connection with the Project, shall be transferred to the Successor at the end of the notice period or any extension thereof, subject to the approval of any third parties (including funding sources) that may be required. If the City has formed a new organization qualified to be a Successor as set forth in this Paragraph, such organization<sup>1</sup> shall be eligible to receive all such assets and liabilities so long as such organization has received a determination letter from the Internal Revenue Service which states the new organization is exempt from federal tax under section 501(c)(3) of the Internal Revenue

. Code no later than the end of the notice period or any extension thereof. If no Successor is found, the Sponsor may allocate the Project's assets and liabilities in any manner consistent with applicable tax and charitable trust laws and other obligations.

This Agreement will remain in force until the stated end of the Project on\_\_or the Agreement is terminated with 60 days written notice by either the Sponsor or the City, whichever date is sooner.

13. Consent: Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval shall not be unreasonably withheld.

14. Notice:

Notice to Sponsor shall be addressed to: Executive Director

The Executive Service Corps of Chicago 25 East Washington Street, Suite 1500 Chicago, Illinois 60602

Notice to the City shall be addressed to:

Commissioner City of Chicago  
Department of Family and Support Services 1615 West Chicago Avenue, 5<sup>th</sup> Floor  
Chicago, Illinois 60622 and  
Corporation Counsel  
City of Chicago  
Department of Law  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602  
Attention: Finance and Economic Development Division

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified mail, return receipt requested.

Such addresses may be changed when notice is given to the other party in the same manner as provided above. Any notice, demand or request sent pursuant to clause (a) hereof shall be deemed received upon such personal service. Any notice, demand or request sent pursuant to clause (b) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to subsection (c) shall be deemed received two (2) days following deposit in the mail.

15. Assignment; binding effect: This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other. This Agreement shall inure to the benefit of and shall be binding upon the City, the Sponsor and their respective successors and permitted assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.

16. Modification: This Agreement may not be altered, modified or amended except by written instrument signed by the parties hereto.

17. Compliance with laws: The parties hereto shall comply with all federal, state and municipal laws, ordinances, rules and regulations relating to this Agreement.

18. Governing law and severability: This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

19. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original.

20. Entire Agreement: This Agreement constitutes the entire agreement between the parties.

21. Authority: Execution of this Agreement by the City is authorized by an ordinance passed by the City Council of the City on \_\_, 2011. Execution of this Agreement by the Sponsor is authorized by \_\_. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

22. Headings: The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

23. Disclaimer of Relationship: Nothing contained in this Agreement, nor any act of the City or the Sponsor shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City and the Sponsor.

24. Construction of Words: The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.

25. No Personal Liability: No officer, member, official, employee or agent of the City or the Sponsor shall be individually or personally liable in connection with this Agreement.

26. Representatives: Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact in all matters under this Agreement.

For the Sponsor: Pamela Wilcox, President and CEO

The Executive Service Corps of Chicago

25 East Washington Street, Suite 1500

Chicago, Illinois 60602

Phone: 312-580-1840 x318

Fax: 312-580-0042

Email: [pam.wilcox@esc.chicago.org](mailto:pam.wilcox@esc.chicago.org) <<mailto:pam.wilcox@esc.chicago.org>>

For the City: Jenne Myers, Deputy Commissioner/Chief Service Officer

City of Chicago, Department of Family and Support Services

c/o Office of the Mayor

121 North LaSalle Street, Room 406

Chicago, Illinois 60602,-

Phone: 312-744-7135

Fax: 312-744-2727 .

Email: [jenne.myers@cityofchicago.org](mailto:jenne.myers@cityofchicago.org) <<mailto:jenne.myers@cityofchicago.org>>

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

, . [signature page follows]

By signing below, both parties agree to execute this Agreement on the day and year first written above.

THE EXECUTIVE SERVICE CORPS OF CHICAGO, an Illinois not-for-profit corporation

By: \_

Name: Pamela Wilcox Its: President and CEO

By: \_:\_

Name: \_\_\_\_\_

Its: Chair, Board of Directors

CITY OF CHICAGO, ILLINOIS

By: \_:\_

Name: Evelyn J. Diaz

Its: Commissioner, Department of Family and Support Services

EXHIBIT A, PROJECT.SCOPE

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*One Good Deed Chicago is a city sponsored campaign promoting volunteerism and furthering civic engagement by residents. With a focus on making volunteerism more accessible and impactful by better aligning residents with nonprofits, building non-profit capacity to more effectively use volunteers and nurturing the culture of service and \_\_;\_philanthropy in the City of Chicago.\_*

## **PRIORITY OUTCOMES**

Build the Chicago volunteer force/pipeline Grow demand for civic engagement and volunteering in Chicago

Expand the capacity of Chicago nonprofits to meet their mission Prepare Chicago students to be college and career ready

## **CAPACITY ISSUE - VOLUNTEAM**

One Good Deed Chicago (OGDC) will spotlight selected non-profit community organizations as it relates to Our Children, Our Communities and Our Growth as prioritized by the Emanuel administration's 2011 Transition Plan. We will help build their volunteer capacity by placing a VolunTEAM member within the organization. VolunTEAM members are retired adults, and semi-retired adult professionals, managed by Executive Service Corps, who will individually work with each community organization throughout the 10-month period.<sup>1</sup> They will act as volunteer "consultants" given the task of helping to assess and strategically grow the organization's capacity for volunteerism including: board service, skills-based, pro bono, and hands on volunteering. Building organizational and volunteer capacity, allows non-profits do more of the good and important work they are already doing in the community.<sup>2</sup> Our ultimate Impact: to amplify and increase impact of Chicago non-profits.

## **EDUCATION INITIATIVE - SUCCESS COACHES**

The path that leads a child from birth through a postsecondary credential and into a career should be guided

by a seamless educational system that helps children access opportunities and find lifelong careers. Yet today, there are many places along that continuum where Chicago's children get lost - and in astonishing numbers. Despite some progress at all points, improvements in performance have come slowly, and not at a rate that will allow Chicago's youth to participate in a global economy.<sup>3</sup>

To prepare students to meet academic success milestones include reading proficiently by third grade, high school and college readiness, and career planning. OGDC aims to activate and mobilize resident volunteers to support students along this spectrum; from reading at a third grade level to college enrollment.<sup>4</sup> We will work to promote a Success Coaches initiative through media and marketing efforts, to recruit a larger, diverse pipeline of volunteers to focus their energy on helping meet this challenge.

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## OUTCOMES

### SUCCESS COACHES - PRIORITY INITIATIVE

*We have developed a theory of change that moves toward a higher value through activities that produce positive outcomes and significant impact over time.*<sup>TableA</sup> *Our metrics are based on research that supports keeping students on track to college and career readiness as outlined in "College and Career Ready: What does this mean for elementary schools?"*

By increasing the amount of activities such as tutoring, mentoring, and college prep workshops we will contribute toward positive results that keep students on the path of "key academic success milestones"<sup>5</sup>. Staying on these milestones has proven to ultimately lead to college and career readiness.

### VOLUNTEAM and CITY WIDE WORKSHOPS - CROSS CUTTING INITIATIVES

After its establishment, One Good Deed Chicago conducted studies and focus groups to determine areas of need for Chicago's non-profits. This research uncovered two pressing concerns:

- Non-profits are understaffed and do not have the time or resources to recruit and train volunteers
- Non-profits that may benefit from volunteers may not properly utilize them

In order to help address Chicago nonprofit's cross-cutting challenges and to address some of the City of Chicago's priority areas we have developed a multi-faceted approach to service. We know impact is multivariate so in order to capture the full story we will not only collect numbers/metrics but will also capture the change in status and outlook of priority area nonprofits and volunteers.

For the VolunTEAM Program One Good Deed Chicago will collect qualitative information in the form of surveys and reports that reflects the capacity building work done from October to June. Through the growth of this program Chicago will see the expanded capacity of nonprofits to meet their mission.<sup>Ta</sup>

For City-wide Workshops One Good Deed Chicago hopes to improve the understanding of vital skills and concepts connected to successful work in nonprofit. These workshops will grow demand for civic engagement and volunteering in Chicago.<sup>TableA</sup>

OGDC will work with DePaul University to perform an impact study and develop proven measurements to determine success, which will also be used as a learning tool for future programs. Ultimately, having activities that connect volunteer resources to effective organizations will help expand the capacity of non-profit organizations to meet their mission, amplifying the impact of Chicago non-profits.<sup>9,10</sup>

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Table A

YEAR 2

Impact

#### Success Coaches Priority Initiative

#### VolunTEAM Cross Cutting Initiative

#### City-wide Workshops Cross Cutting Initiative

Reading proficiently by third grade Ready for High School College and Career Ready

Expand the capacity of Chicago nonprofits to meet their mission

Grow demand civic engagement and volunteering in Chicago



## Outcomes

Increase: « Amount educational with students. # of volunteers and volunteer hours spent tutoring youth Enthusiasm about learning	Increase: ■ Amount educational tinExplore with students. college and # of volunteerscareer and volunteer interests ■ hours spent Navigate tutoring youth financing options about learning	■ Develop "soft skills" ■ Explore college and career interests ■ Navigate tutoring youth financing options	Improved: ■ Systems and Infrastructure ■ Organizational Structure ■ Strategy ' » Culture of Volunteerism	Improved: ■ Understa of volunteer best prac Knowledge of the spe of volunteer opportuni including skilled-base pro bono
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## Activities ■

■ Tutoring/mentc ng students below 3rd grade in Reading and Math	■ Tutoring/ment ng middle sch students coaching ■ FAFSA workshops	■ Mock interviews ■ Career coaching ■ FAFSA workshops	■ Needs Assessment ■ Volunteer Engagement Plan ■ Develop training and recruitment strategies	■ City-wide outreach i attendance at worksh Develop workshop curriculum with key st partners ■ <i>Cultivate n profits</i>
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### COMMUNITY PARTNERS

Selection of partners will be done through a public annual application process. OGDC will broadly publicize these opportunities through our existing strategic partners and media outlets. A strict selection of criteria will be applied to evaluate applications. Our goal is to identify the non-profits for the Success Coaches initiative with the capacity to grow their mission through an increase in volunteerism and for the VolunTEAM members we look to identify non-profits that have a demonstrated need for a volunteer management consultant. We will focus on priority areas outlined, and to ensure that we serve a diverse mix of Chicago neighborhoods, we will utilize our OGDC Leadership Council, an external group of community stakeholders, to evaluate the applications and make recommendations for partnership, ensuring an objective and transparent nomination and selection process. One critical criterion is the organization's service to multiple neighborhoods, providing a larger geographical presence with each of our partnering organizations. ,

Community partners will be responsible for screening, training and supporting the volunteers in their existing program curriculum. They will track agreed upon metrics to determine the impact of this campaign. With an approved budget and secured private funding, we hope to offer our community partners a small financial general operating award to offset the costs associated with an increase in volunteers, i.e. background checks, training materials.

OGDC will aggressively recruit volunteers from all sectors to help grow capacity. By using a strategic media and marketing campaign, we hope to increase the number of volunteers to these existing programs, improving their capacity. OGDC will also offer support in executing the programs via our Service Initiatives VISTA coordinator. We will also support the work through recognition at on-going national service events throughout the year and promote via our website and social media outlets. OGDC will aggregate the metrics complied by our community partners and report on outcomes and impact.

### SUPPORT

Acknowledging that there are thousands of community based organizations in the city doing amazing work, not all are poised for this kind of media attention and volunteer infusion. We want to make sure the organizations selected have the capacity to accommodate the volunteers that are interested in participating. For those organizations not selected, OGDC in partnership with the Donors Forum will hold quarterly free city-wide trainings on volunteer capacity building and best practices.

Organizations can also list any open volunteer opportunities on our website: [www.QneGoodDeedChicago.org](http://www.QneGoodDeedChicago.org) <<http://www.QneGoodDeedChicago.org>> which will be an ongoing part of the campaign.

In helping create a diverse pipeline of volunteers for these initiatives, OGDC will also hold volunteer fairs in partnership with Chicago Non-Profit. One will be geared towards young professionals and one geared towards retirees. Working with Illinois Campus Compact we will host 2 college summits to demonstrate and share best practices of working with the community based organizations along service learning models.

OGDC will also work with our strategic partners on National Service Day Events, see Timeline below.

4

Working with the Chicago Police Department on their Force for Good program which aims to improved community based organizations capacities to contribute to improved cohesiveness, stability and public safety

in the communities they serve, OGDC continues to work towards helping non-profits build capacity. OGDC also hopes to create a comprehensive database for non-profits in hopes that an open, current data-sharing platform will provide the non-profit sector better information to guide decisions.

#### **COMMUNICATIONS/AWARENESS CAMPAIGN**

A pro bono PR agency will be selected to assist with campaign messaging. The campaign messaging will also be a thread in the Mayor's talking points within community presentations, motivating residents to help out in priority areas. Typically, non-profits do not have funding for these larger marketing and communications campaigns. Having the City provide this resource for them as a larger initiative, will lend credibility and awareness to their organization and the good work they are doing in the community..

OGDC will enlist the pro bono help of a PR firm to aid us in developing and implementing a communications and awareness campaign. National Service Day events such as 9/11 and MLK Jr. Day will be highlighted as an opportunity to shine the light on the many opportunities for service in the City and bring attention to the OGDC campaign and its partners.

Chicago is pleased to host the 2012 National Conference on Volunteering and Service June 18-20. OGDC looks at this as an opportunity to showcase the amazing sense of service in Chicago and highlight our partner organizations and strategic partners.

#### **PARTNERS**

- Chicago Cares
- City Year
- Corporation for National & Community Service
- DePaul University
- Donors Forum
- Executive Service Corps
- Illinois Campus Compact
- *Turner Construction*
- SERVE Illinois
- Taproot Foundation
- United Way of Metropolitan Chicago
- University of Chicago
- Volunteer Centers of Illinois

#### **BUDGET**

Private funding through corporations and foundations will be requested to cover the remaining \$200,000. Executive Service Corps of Chicago will act as a fiscal agent for this project. Detailed budget attached.

#### **TIMELINE**

thm - Sept 1 Sign off on concept and pitch to funders

Secure pro bono PR Firm July 29: Make Requests for Initiative Partnership applications public

5

August 5: August 12: August 19: August 8-12: August:.. August 22-26: September TBD: September TBD:

September 6: September 11: October 22: January 17: April 1-5-21: April 20-22: June 18-20:

Make Requests for VolunTEAM partnerships applications public Deadline Initiative Partnership applications  
Deadline VolunTEAM partnerships applications Rate applications with Selection Criteria VolunTEAM Training -  
ESC < VISTA Training Announce selected Community Partners One Good Deed Re-Launch/Announcement  
Back to School - CPS Day of Service/Remembrance Make a Difference Day MLK Day of Service National  
Volunteer Week Global Youth Service Day National Conference on Volunteering and Service

<sup>1</sup> Volunteering in the United States 2010 "age, 35-to-44 year most likely to volunteer"

<sup>2</sup> Relmaging Service. Rep. 2009. Print. Summary

<sup>3</sup> From Chicago 2011 Rahm Emanuel's Transition Plan, Our Children, Page 40

<sup>4</sup> "College and Career Ready: What does this mean for elementary schools? "

<sup>5</sup> "College and Career Ready: What does this mean for elementary schools? "

<sup>6</sup> Afterschool Programs: Keeping Kids -- and Communities - Safe. Afterschool Alert. Issue Brief No. 27

<sup>7</sup> Focus on After-School Time for Violence Prevention. ERJC Digest.

<sup>8</sup> From Chicago 2011 Rahm Emanuel's Transition Plan, Our Communities, Page 22 <sup>9</sup>From Chicago 2011 Rahm Emanuel's Transition Plan, Our Growth, Page 55 <sup>0</sup>Relmaging Service. Rep. 2009. Print, Summary

"Taproot Employee Engagement Matrix 2010. Print.

## EXHIBIT B, PROJECT BUDGET

**BUDGET**

Name of the organization: One Good Deed Chicago Project start and end 2012

**PROJECT INCOME (Funds Coming In)**

	Committed	
<b>Contributed Income</b>		
Foundations	\$100,000	Cities of Service
Private	\$3,500	DePaul
<b>Total Project Income</b>	<b>\$103,500</b>	

**PROJECT EXPENSES**

Direct Cost	Cost	Requested	NARRATIVE (description of charges)
VolunTEAM Trainings	\$15,000	\$15,000	cost of space and/or trainers
Seminars & Workshops (4)	\$20,000	\$20,000	cost of space and/or trainers
College Summits (2)	\$10,000	\$10,000	location, food, planning
National Service Day Event	\$5,000	\$5,000	planning, food, transport
Volunteer Fairs (2)	\$20,000	\$20,000	space, food, registration, etc.
Community Partner Incentive	\$75,000	\$75,000	general operating support to cover increased costs of volunteers, i.e. materials, background checks
<i>Direct Cost Subtotal</i>	<b>\$145,000</b>	<b>\$145,000</b>	
<b>Personnel Expenses</b>			
Chief Service Officer	\$100,000	\$0	Acts as Executive Director of One Good Deed Chicago
AmeriCorps VISTA Service	\$10,000	\$10,000	Communications, Initiatives, Events Coordinators
Consultant Stipend	\$20,000	\$20,000	Manage the VolunTEAM process
Evaluation Stipend	\$3,500	\$0	Stipend for professor and grad student to perform impact evaluation, in-kind via DePaul
<i>Personnel Subtotal</i>	<b>\$133,500</b>	<b>\$30,000</b>	
<b>General Operating Expenses</b>			
Fiscal Agent	\$10,000	\$10,000	5% administrative fee
Meeting Expenses	\$5,000	\$5,000	cost of space and/or trainers
Awareness Campaign	\$10,000	\$10,000	PR Services
<i>General Operating Expenses</i>	<b>\$25,000</b>	<b>\$25,000</b>	
<b>Total Project Expenses</b>	<b>\$303,500</b>	<b>\$200,000</b>	

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:

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [x] 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: .ZS" j?, ul/l£Ml'iJ6\ TO\*J ~>viT£t

C. Telephone: ?iZ-. jTff^./%4Q Fax: 312. jT\$Q. 00^3- Email: pcsn.^ilca\* @ esc-c^cA^a.^

D. Name of contact person: ^PfiMGLA k/l LCjOX

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):

Fiscal. <\*PoaJ±oa£hiP Al(Z -£a>i :a;7 Fez Que <stoe>h^h€.eS> d^fC^6,o

G. Which City agency or department is requesting this EDS? J>€PT. 0F 7?lrtiiy \* 'SoffV/LT ^S/kWit-SS

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

Specification # \_ and Contract # \_

Ver. 09-01-10

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## SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY 1. Indicate the nature of the Disclosing Party:

Person ☐ Limited liability company

Publicly registered business corporation ☐ Limited liability partnership

Privately held business corporation ☐ Joint venture

Sole proprietorship fcf Not-for-profit corporation

General partnership (Is the not-for-profit corporation also a 501(c)(3))? Limited partnership M'Yes ☐ No

Trust ☐ Other (please specify)

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

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

Wilcox ~P/z£6fp£-AJ~r \* £60

£6r6\_\_e' IzgcZ&f/z \_VttcTfarsi D^rvr ■\*■ CFC\_

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,

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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.

Business Address Percentage Interest in the  
Disclosing Party

Name /

### 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.

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**Name (indicate whether Business Relationship to Disclosing Party Fees (indicate whether retained or anticipated Address (subcontractor, attorney, paid or estimated.) NOTE:**

to be retained) lobbyist, etc.) "hourly rate" or "t.b.d." is not an acceptable response.

(Add sheets if necessary)

**[y]fcheck 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 **Ey**fNo 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

r

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.

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

- 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;
- 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").

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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:

\_\_\*ljA\_\_:

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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.

**C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION <sup>1</sup>**

1. The Disclosing Party certifies that the Disclosing Party (check one) ☐ is jyf 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.L, proceed to Items D.2. and D.3. If you checked "No" to Item D.L, proceed to Part E.

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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.

       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:

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## 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.

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### 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](http://www.cityofchicago.org/Ethics) <<http://www.cityofchicago.org/Ethics>>, and may also be obtained from the City's Board of Ethics, 740 N.

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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.

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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.

(Print or type name of Disclosing Party)

By:

(Sign here)

(Print or type name of person signing)

(Print or type title of person signing)

Signed and sworn to before me on (date)

at Cook County, X/7«\*or/ (state).

Commission expires:

Notary Public.

EVAN CHUNG OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires

April 27, 2015

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## **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?

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.

[ ] Yes

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**C**

Executive Service Corps of Chicago

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