



Office of the Chicago City
Clerk



SO2012-3313

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	5/9/2012
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Execution of Workforce Investment Act-related intergovernmental agreements and amendment of Section 2-50-040 of Municipal Code relating to Commissioner of Family and Support Services
Committee(s) Assignment:	Committee on Budget and Government Operations

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SUBSTITUTE
ORDINANCE

WHEREAS, the Illinois Constitution and the Illinois Governmental Cooperation Act empower and encourage units of local government to associate amongst themselves; and

WHEREAS, the Mayor of the City of Chicago (the "Mayor") and the President of the Cook County Board of Commissioners (the "President") created a committee in March of 2011 known as the Joint Committee on City-County Collaboration (the "Committee"); and

WHEREAS, the Committee was comprised of seven civic leaders and was supported by professionals from the legal and business communities; and

WHEREAS, the Committee was charged with identifying collaborative opportunities—namely, areas in which the City of Chicago (the "City") and the County of Cook (the "County") could work together to reduce costs and streamline services; and

WHEREAS, in June of 2011, the Committee issued a report identifying nineteen collaborative opportunities, one of which was in the area of workforce development; and

WHEREAS, in October of 2011, the Mayor and the President announced their intentions to pursue that opportunity and to consolidate City and County workforce development efforts; and

WHEREAS, a key component of such consolidation is to seek State approval to combine the three separate local workforce investment areas in the County into a single local workforce investment area pursuant to Section 116 of the federal Workforce Investment Act (the "WIA"); and

WHEREAS, the Mayor and the President anticipate that the State will certify a single local workforce investment board to oversee that single local workforce investment area; and

WHEREAS, the Mayor and the President intend to designate the Chicago-Cook Workforce Partnership (the "Partnership") as the grant subrecipient and fiscal agent for federal WIA dollars; and

WHEREAS, the Mayor and the President intend for the Partnership to be staffed and guided by professionals who are currently supporting the three separate local workforce investment areas, including current employees of the City's Department of Family and Support Services and Cook County Works; and

WHEREAS, legislative approval of certain intergovernmental agreements and other legal changes consistent with the consolidation of local workforce development efforts is in the best interests of the City and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. All of the recitals above are expressly adopted as legislative findings of the City Council and are incorporated herein and made hereby a part of this Ordinance.

SECTION 2. The City Council hereby approves, and the Mayor is authorized to execute on behalf of the City, subject to the approval of the Corporation Counsel as to form and legality, an agreement between the Mayor and the President in substantially the form attached hereto as Exhibit A.

SECTION 3. The City Council hereby approves, and the Mayor is authorized to execute on behalf of the City, subject to the approval of the Corporation Counsel as to form and legality, an agreement between the Mayor, the President, and the Partnership in substantially the form attached hereto as Exhibit B.

SECTION 4. The City Council hereby approves, and the Mayor is authorized to execute on behalf of the City, subject to the approval of the Corporation Counsel as to form and legality, an agreement between the Mayor, the President, and the local workforce investment board in substantially the form attached hereto as Exhibit C.

SECTION 5. The City Council hereby approves, and the Mayor is authorized to execute on behalf of the City, subject to the approval of the Corporation Counsel as to form and legality, an agreement between the Mayor, the President, and the State in substantially the form attached hereto as Exhibit D.

SECTION 6. Section 2-50-040 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored as follows:

2-50-040 Commissioner of family and support services – Powers and duties.

The duties and powers of the commissioner shall be as follows:

(Omitted text is unaffected by this ordinance)

(p) To establish and administer workforce development programs, except for Workforce Investment Act (WIA) Title I programs, that will leverage public and private relationships to: (1) ~~support public and private relationships to increase employment opportunities for~~ underserved Chicagoans and ~~prepare Chicagoans for the global workplace; and/or~~ ; (2) include a citywide service delivery system which responds to employer needs; and/or (3) strategically advance citywide policy agendas including but not limited to reducing youth violence, homelessness, and poverty.

~~The department is designated as the administrator for workforce development services, including the Workforce Investment Act (WIA) Title 1 programs. The commissioner shall coordinate activities of the WIA programs operated by the department with oversight from the Chicago Workforce Investment Council, the federally mandated workforce investment board authorized to set policy for the portion of the statewide workforce investment system within the local area.~~

SECTION 7. Notwithstanding any provision of this Code to the contrary, including the provisions of Section 2-156-100(b), a person employed by the department of family and support services on or prior to the effective date of this ordinance whose position is eliminated or who is laid off as a result of the workforce development reconfiguration anticipated by this ordinance may at any time apply for and accept post-city-service employment with the Partnership.

SECTION 8. The Mayor shall make appointments to the local workforce investment board.

SECTION 9. Following passage and approval, Section 6 of this ordinance shall become effective upon the happening of all the following: (i) the State approves of a consolidation of all local workforce investment areas in Cook County into a single local workforce investment area pursuant to the WIA; (ii) the State certifies a single local workforce investment board to oversee that single consolidated local workforce investment area; and (iii) the Mayor and the President select the Partnership as the fiscal agent and grant subrecipient for local WIA funds. The rest of this ordinance shall be effective upon passage and approval.

Exhibit A

Agreement between the Mayor and the President

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT (this "Agreement"), dated as of _____, 2012, is made by and between the COUNTY OF COOK (the "County"), a body politic and corporate and home-rule unit of government under the Constitution and laws of the State of Illinois, having its principal offices at 118 North Clark Street, Chicago, Illinois 60602, on behalf of the President of the Cook County Board of Commissioners (the "Board President"), and the CITY OF CHICAGO (the "City"), an Illinois municipal corporation and home-rule unit of government under the Constitution and laws of the State of Illinois (the "State"), having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602, on behalf of the Mayor of the City (the "Mayor").

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and other applicable law permit and encourage units of local government to cooperate with and support units of State Government in the exercise of their authority and the performance of their responsibilities; and

WHEREAS, Section 117(c)(1)(B) of the Workforce Investment Act of 1998, Pub. L. 105-220, Aug. 7, 1998, 112 Stat. 936 as amended from time to time, and the regulations thereunder at 20 CFR Parts 652 and 660 through 671 (collectively, the "WIA") authorizes the chief elected officials ("CEOs") within a local workforce investment area ("LWIA") to enter into an agreement to specify the respective roles of each CEO under the WIA; and

WHEREAS, effective as of July 1, 2012, the Governor (the "Governor") of the State has established a new LWIA encompassing all of Cook County and the City under the WIA as the new reconfigured LWIA Number 7 ("LWIA 7"), replacing prior LWIAs number 7 (for Southern and Western Cook County), number 8 (for Northern Cook County) and number 9 (for the City); and

WHEREAS, the City and the County hereby agree that the Mayor and the Board President will be the CEOs under WIA with respect to LWIA 7 (the "LWIA 7 CEOs"), where the Mayor will be CEO with respect to the area contained within the City and the Board President will be CEO with respect to the remaining area of Cook County; and

WHEREAS, effective as of July 1, 2012, pursuant to Section 117 of WIA, the Governor has certified the Chicago Cook Workforce Investment Board (the "Chicago Cook WIB") as the local workforce investment board (the "LWIB") for LWIA 7; and

WHEREAS, the Mayor and the Board President have authority under the WIA to designate a fiscal agent and grant sub-recipient with respect to WIA and pursuant to such authority have decided to appoint the Chicago Cook Workforce Partnership ("The Partnership") to serve in such roles and to serve as the administrative entity for LWIA 7 and the Chicago Cook WIB; and

WHEREAS, the purpose of this Agreement is to set forth the terms of agreement between the County and the City as the LWIA 7 CEOs and to identify each of their roles and responsibilities under the WIA;

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the sufficiency of which are hereby acknowledged, the Board President and the Mayor agree on behalf of the County and City as follows:

SECTION 1. INCORPORATION OF RECITALS.

The above recitals are incorporated into this Agreement as if fully set forth herein.

SECTION 2. DEFINITIONS. For purposes of this Agreement, in addition to the terms defined in the foregoing Recitals or elsewhere in this Agreement, the following terms shall have the meanings set forth below:

“City Designated Representative” shall mean the representative of the City who shall have authority to bind the City in other agreements, consents and approvals contemplated by this Agreement. The initial City Designated Representative shall be the Mayor. The Mayor, by written directive, shall have the authority to designate a new City Designated Representative at any time.

“County Designated Representative” shall mean the representative of the County who shall have authority to bind the County in granting other agreements, consents and approvals contemplated by this Agreement. The initial County Designated Representative shall be the Board President. The Board President, by written directive, shall have the authority to designate a new County Designated Representative at any time.

SECTION 3. TERM.

3.1 After this Agreement has been executed by both parties, it shall commence on the later of July 1, 2012 or the date the Governor designates the new LWIA 7 (the “Effective Date”). This Agreement shall remain in effect until the earlier of (1) the termination of the WIA, (2) the dissolution of LWIA 7 or (3) termination by either party in accordance with Section 13.3 of this Agreement; provided, that, if any of (1)-(3) of this Section 3.1 shall occur, the parties agree to cooperate in the winding up of all issues related to LWIA 7.

3.2 The parties agree that this Agreement is contingent upon the approval by the Governor and the Illinois Workforce Investment Board and the U.S. Department of Labor (the “DOL”) of the establishment of LWIA 7 and certification of the Chicago Cook WIB as the new LWIB for LWIA 7 and upon the approval by the County Board and City Council of the terms of this Agreement. If any of the required approvals are not received, this Agreement shall be of no force or effect.

SECTION 4. ROLES AND RESPONSIBILITIES OF LWIA 7 CEOs.

Each of the LWIA 7 CEOs shall assume the roles and responsibilities assigned collectively to the CEOs under the WIA. The CEOs shall work with each other to make decisions required under this Agreement and under the WIA Laws (as defined herein) pursuant to the terms of this Agreement.

SECTION 5. THE CHICAGO COOK WIB AS LWIB FOR LWIA 7.

5.1 LWIB Establishment and Appointments.

(a) *Establishment of LWIB.* On the Effective Date, the LWIA 7 CEOs hereby acknowledge and agree that the Chicago Cook WIB has been certified by the Governor as the LWIB for LWIA 7, and that the Chicago Cook WIB shall be governed by its bylaws (the "WIB Bylaws") attached hereto as Exhibit A, which have been approved by the State.

(b) *Appointment of LWIB Members.* The LWIA 7 CEOs have the exclusive responsibility to appoint members to the LWIB for LWIA 7 from the individuals recommended or nominated pursuant to the appointment process set forth under the WIA. Each of the LWIA 7 CEOs has individual authority to appoint members of the Chicago Cook WIB as set forth in the WIB Bylaws and the provisions for service as a member of the Chicago Cook WIB shall be governed by the provisions of the WIB Bylaws, which requirements must be in accordance with the WIA and State WIA policy. Each LWIA 7 CEO shall work to insure Chicago Cook WIB members are nominated and appointed in a timely manner.

5.2 In addition to the foregoing, the parties shall enter into that certain Agreement Among the Chief Elected Officials and the Local Workforce Investment Board for LWIA 7 (the "LWIB Agreement") which identifies CEO expectations for the Chicago Cook WIB as the LWIB for LWIA 7 and describes the manner in which the CEOs and the Chicago Cook WIB will work together to fulfill their shared responsibilities under the WIA.

SECTION 6. THE PARTNERSHIP DESIGNATED AS FISCAL AGENT AND GRANT SUB-RECIPIENT UNDER THE WIA; ADMINISTRATIVE ENTITY FOR LWIA 7 AND CHICAGO COOK WIB.

6.1 Pursuant to the WIA, CEOs serve as the grant recipient for all WIA Title I funds; except that CEOs may elect to designate a grant sub-recipient and fiscal agent to receive and administer these funds directly.

(a) *Designation as Fiscal Agent.* The parties hereby agree that The Partnership shall be designated as the fiscal agent with respect to WIA funding for LWIA 7. This designation shall remain in full force and effect until the LWIA 7 CEOs agree to change such designation pursuant to the Partnership Agreement (as defined below) or the Partnership Agreement or this Agreement is otherwise terminated in accordance with their respective terms.

(b) *Designation as Grant Sub-Recipient.* The parties hereby agree that The Partnership shall be designated as the grant sub-recipient under the WIA for LWIA 7 and that WIA Title I funds will flow directly from the State to The Partnership. This designation shall remain in full force and effect until the LWIA 7 CEOs agree to change such designation pursuant to the Partnership Agreement or this Agreement or the Partnership Agreement are otherwise terminated in accordance with their respective terms. The parties further agree that the CEOs will enter into all necessary agreements with the State with respect to such funding and that all such grant provisions will be jointly and severally binding on the LWIA 7 CEOs.

6.2 The parties hereby further agree that The Partnership shall be the administrative entity for LWIA 7 and shall serve as the administrative agent for the Chicago Cook WIB, providing all necessary staffing and administrative support to the Chicago Cook WIB. The Partnership shall service in such capacities at the pleasure of the LWIA 7 CEOs or until this

Agreement or The Partnership Agreement are otherwise terminated in accordance with their respective terms.

6.3 In addition to the foregoing, the parties shall enter into that certain Agreement on Fiscal Agent, Grant Sub-Recipient and Administrative Entity for LWIA 7 (the "Partnership Agreement"), which identifies CEO expectations of The Partnership as the designated fiscal agent, grant sub-recipient and administrative entity for LWIA 7.

6.4 Each of the LWIA 7 CEOs shall have authority to appoint certain members of The Partnership's Board of Directors in accordance with the Bylaws of The Partnership attached hereto as Exhibit B (the "Partnership Bylaws").

6.5 The LWIA 7 CEOs shall have sole authority to jointly appoint, or terminate, The Partnership's Chief Executive Officer and each LWIA 7 CEO shall have authority to initiate the removal of such officer pursuant to Section 7.7 of the Partnership Agreement.

6.6 Notwithstanding anything herein to the contrary, the parties acknowledge that The Partnership will not provide direct services under WIA without the express written agreement of both the Board President and the Mayor; rather, The Partnership will administer the WIA One-Stop System and will engage third-party vendors to provide direct services under WIA. Further, The Partnership will be required to meet certain performance targets as more fully set forth in the Partnership Agreement.

SECTION 7. INITIAL FUNDING OF THE PARTNERSHIP.

7.1 The parties agree that they will provide initial funding to The Partnership from carryover WIA funds available from WIA program year 2011 as set forth in Exhibit C hereto.

7.2 The parties further understand and agree that any additional initial funding needed by The Partnership shall be secured independently by The Partnership.

SECTION 8. FINANCIAL LIABILITY AND ALLOCATION OF FUNDING.

8.1 The parties agree to retain all pre-existing liabilities of the City and the County related to its respective prior LWIAs and acknowledge that the State shall retain all pre-existing liabilities with respect to the prior LWIA related to Northern Cook County. Such liability and other agreements related to the prior LWIAs shall be set forth in the Agreement Regarding Prior LWIAs among the City, the County and the Governor (the "Prior LWIA Agreement").

8.2 Notwithstanding the designation of The Partnership as the fiscal agent and grant sub-recipient for LWIA 7, the parties understand and agree that each CEO is financially liable for any WIA funds improperly expended or disallowed costs. Pursuant to WIA, both the City and the County will be held jointly and severally liable to the State for any improperly spent WIA funds or disallowed costs; *provided, however*, that, with respect to each other, the County and the City shall each be responsible solely for improperly spent funds or disallowed costs within their respective units of local government as set forth in Section 8.3 below and the parties hereby agree to indemnify, defend and hold harmless the other party for any and all claims arising out or related to any and all improperly spent funds or disallowed costs allocable to its unit of local government prior to the Effective Date; *provided further, however that* the Mayor

and the Board President agree to require The Partnership as grant sub-recipient and fiscal agent to assume primary responsibility for any improperly spent funds or disallowed costs under WIA as set forth in the Agreement Among Chief Elected Officials and The Partnership as Fiscal Agent/Grant Sub-Recipient for LWIA 7 (the "CEO-Partnership Agreement").

8.3 The parties agree that The Partnership (and through The Partnership other vendors, such as delegate agencies) will be required to maintain insurance covering improperly spent funds, disallowed costs or other expenditures for which the City and County are held liable (collectively "Liabilities") and to agree to indemnify the City and the County for such Liabilities; *provided, however*, that in the event that the Mayor and the Board President are unable to obtain repayment for such Liabilities from The Partnership, a vendor to the Partnership, or insurance proceeds the City and the County shall each be responsible for a portion of any such Liabilities as follows: (a) Liabilities resulting from direct client services shall be allocated to the City or the County based on the zip code of the applicable clients served (whereby the City will pay for Liabilities associated with zip codes within the City and the County will pay for Liabilities associated with zip codes in the remaining portion of the County) and (b) Liabilities not described in (a) of this Section 8.3, shall be paid in equal parts by the City and the County.

8.4 [The parties will agree to a plan for the allocation of funding (formula, incentive and grant and other funding) geographically between the County and the City.]

SECTION 9. COOPERATION WITH LWIB.

9.1 The Mayor and the Board President shall cooperate with the Chicago Cook WIB as required by the WIA, in the following areas:

- (a) local plan development and submission;
- (b) selection of one-stop operators;
- (c) certification of an established one-stop entity as the one-stop operator (optional);
- (d) approval of the LWIB's budget;
- (e) WIA program oversight;
- (f) appointment of the youth council;
- (g) agreement on the memorandum of understanding; and,
- (h) approval of "additional" (i.e., non-required) one-stop partners.

9.2 The Board President and the Mayor shall use good faith efforts in cooperating with each other and the Chicago Cook WIB as required by Section 9.1 of this Agreement; *provided, that* if either party determines that cooperation is no longer possible or agreement can not be reached and such failure to cooperate or agree would have a material adverse effect on: (i) performance of either party's or the Chicago Cook WIB's obligations under the WIA, (ii) the

provision of services in LWIA 7 or (iii) the functioning of the Chicago Cook WIB, then such party may declare an Event of Default and seek remedies pursuant to Section 13 of this Agreement.

SECTION 10. AGREEMENTS AND CONSULTATIONS WITH THE GOVERNOR AND THE STATE.

10.1 The Board President and the Mayor shall cooperate with the Chicago Cook WIB in communication with the Governor, or the Governor's designee, as required by the WIA, in the following areas:

- (a) negotiation of local performance measures;
- (b) agreement to permit the Chicago Cook WIB to provide core or intensive services (it being understood by the parties that the Chicago Cook WIB will not provide any direct services without the express written authorization of the Board President and the Mayor);
- (c) designation of the Chicago Cook WIB as a one-stop operator (it being understood by the parties that the Chicago Cook WIB will not serve as a one-stop operator);
- (d) coordination in the development of a reorganization plan following any LWIB decertification;
- (e) coordination in the provision of rapid response activities;
- (f) coordination in the establishment of fiscal and accountability management systems;
- (g) consultation arrangements with the Governor or the Secretary of Labor concerning any activities in the local area funded by the State or by DOL.

10.2 Prior to communicating with the Governor as required by Section 10.1 of this Agreement, the Board President and the Mayor shall use good faith efforts to agree with the Chicago Cook WIB on the contents of such communication with the Governor; *provided, that if* either the Board President or the Mayor determines that cooperation is no longer possible or agreement can not be reached and such failure to cooperate or agree would have a material adverse effect on: (i) performance of either party's or the Chicago Cook WIB's obligations under the WIA, (ii) the provision of services in LWIA 7 or (iii) the functioning of the Chicago Cook WIB, then such party may declare an Event of Default and seek remedies pursuant to Section 13 of this Agreement.

SECTION 11. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE CITY.

11.1 General. The City represents, warrants and covenants, as of the date of this Agreement, and throughout the Term of this Agreement, that:

- (a) The City is an Illinois municipal corporation and home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois.

(b) The City has authority to execute and deliver this Agreement and to perform its obligations hereunder, and such execution, delivery and performance have been duly authorized by the City Council of the City by ordinance adopted _____, 2012.

(c) The City's execution, delivery and performance of its obligations under this Agreement does not conflict with any agreement or instrument by which the City is bound and the practical effect of which would be to materially and adversely impair the City's ability to perform its obligations hereunder.

11.2 Covenant to Work Cooperatively. The City covenants to work cooperatively with the County in accordance with (a) the terms and conditions of this Agreement and (b) all applicable federal, state and local laws, ordinances, rules and regulations.

11.3 Survival of Covenants. All warranties, representations, covenants and agreements of the City contained in this Agreement shall be true, accurate and complete as of the date hereof, shall survive the execution, delivery and acceptance hereof by the parties hereto and shall be in effect throughout the Term of the Agreement.

SECTION 12. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE COUNTY.

12.1 General. The County represents, warrants and covenants, as of the date of this Agreement, and throughout the Term of this Agreement, that:

(a) It is a body politic and corporate under Illinois constitutional or statutory law, as applicable.

(b) It has authority to execute and deliver this Agreement and to perform its obligations hereunder, and such execution, delivery and performance have been duly authorized by the Cook County Board of Commissioners by ordinance adopted _____, 2012.

(c) Its execution, delivery and performance of its obligations under this Agreement does not conflict with any agreement or instrument by which it is bound and the practical effect of which would be to materially and adversely impair its ability to perform its obligations hereunder.

12.2 Covenant to Work Cooperatively. The County covenants to work cooperatively with the City in accordance with (a) the terms and conditions of this Agreement and (b) all applicable federal, state and local laws, ordinances, rules and regulations.

12.3 Survival of Covenants. All warranties, representations, covenants and agreements of the County contained in this Agreement shall be true, accurate and complete as of the date hereof, shall survive the execution, delivery and acceptance hereof by the parties hereto and shall be in effect throughout the Term of the Agreement.

SECTION 13. DEFAULT AND REMEDIES.

13.1 Events of Default. The failure of a party to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations required to be performed by it under this Agreement which is not cured within the cure period provided in Section 13.2 of this Agreement, shall constitute an "Event of Default" by the City or County as applicable (the "Defaulting Party").

13.2 Cure Period. Upon the occurrence of an event described in Section 13.1, an Event of Default shall not be deemed to have occurred unless the Defaulting Party shall have failed to perform the defaulted obligation within thirty (30) days of its receipt of a written notice from the non-defaulting party specifying the default. Notwithstanding the foregoing, with respect to defaulted obligations which are not capable of being cured within such thirty (30) day period, a Defaulting Party shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

13.3 Remedies. Upon the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement and all related agreements and seek automatic designation from the Governor for an independent LWIA for the City or the remainder County, as applicable, under the WIA, it being understood that upon seeking such designation, the Defaulting Party shall work with the non-defaulting party to develop a transition plan that minimizes service disruptions and that the Defaulting Party would cooperate fully in implementing such transition plan.

In addition, the non-defaulting party may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy provided for hereunder or at law or in equity not otherwise expressly limited or precluded in this Agreement, including, without limitation, injunctive relief, and specific performance of the agreements contained herein, provided, however, that in no event shall either non-defaulting party's monetary damages ever exceed the actual costs and expenses incurred by such non-defaulting party in performing its obligations under this Agreement. Furthermore, in no instance shall either party be liable for punitive, special, exemplary, consequential, speculative or similar damages.

In the event that the Mayor and the Board President disagree on the approval and adoption of the Annual Budget (as defined in the Agreement Among the Chief Elected Officials and the Local Workforce Investment Board for LWIA 7, dated as of _____, 2012), then either the City or County may initiate any of the remedies described in this Section 13.3 and shall, for purposes of this Section 13.3 be considered the "non-defaulting party."

SECTION 14. NOTICE.

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

If to the City:

City of Chicago

121 North LaSalle Street, Room
Chicago, Illinois 60602
Attention: Mayor
Facsimile: (312) 744-

With copies to: City of Chicago Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Corporation Counsel
Facsimile: (312) 742-

If to County: Cook County
118 North Clark Street, Room 567
Chicago, Illinois 60602
Attention: President
Facsimile: (312) 603-6999

With copies to: Cook County
118 North Clark Street, Room
Chicago, Illinois 60602
Attention: General Counsel
Facsimile: (312) 603-9632

With copies to: Cook County State's Attorney
50 W. Washington
Chicago, Illinois 60602
Attention: Chief, Civil Actions Bureau
Facsimile: (312) 603-

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 15. MISCELLANEOUS

15.1 Compliance with WIA. Notwithstanding anything herein to the contrary, this Agreement is subject to the requirements of WIA, any State policy related to the WIA and the workforce system, any DOL policy related to the WIA and the workforce system and any other applicable federal, state and local laws, rules, regulations and policies applicable to implementation of WIA or the workforce system (the "WIA Laws"), and in the event of any conflict between this Agreement and the WIA Laws, the WIA Laws shall prevail and control.

15.2 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the City ordinance or County ordinance approving this Agreement, such ordinances, as applicable, shall prevail and control, and if there is any conflict between such City ordinance or County ordinance and the WIA LAWS, the WIA Laws shall prevail and control.

15.3 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto. The City Designated Representative and the County Designated Representative shall have the authority to amend this Agreement, except that any amendment that would obligate the City or the County to provide any additional funds shall require the approval of the City Council and the County Board.

15.4 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

15.5 Limitation of Liability. No member, official or employee of the City or the County shall be personally liable to the other or any successor in interest in the event of any default or breach by either or for any amount which may become due to or from such party or any successor in interest or on any obligation under the terms of this Agreement.

15.6 Further Assurances. The City and the County each agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

15.7 Waiver. Waiver by the City or the County with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the County in writing.

15.8 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

15.9 Disclaimer. Nothing contained in this Agreement nor any act of the City or the County shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City or County.

15.10 Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

15.11 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

15.12 Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

15.13 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

15.14 Approval. Wherever this Agreement provides for the approval or consent of the City Designated Representative or the County Designated Representative, unless specifically stated to the contrary, such approval or consent shall be made, given or determined by such designated representative shall be in writing and in the reasonable discretion thereof.

15.15 Assignment. Neither party may sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the prior written consent of the other party, which consent shall be in the other party's sole discretion.

15.16 Binding Effect. This Agreement shall be binding upon the City and the County, and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the City and the County and their respective successors and permitted assigns (as provided herein).

15.17 Force Majeure. Neither the City nor the County shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, terrorist activity, declaration of emergency by government authorities, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones which in fact interferes with the ability of such party to discharge its obligations hereunder. The party relying on this Section 15.17 with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other party to this Agreement and may only rely on this Section 15.17 with respect to any such delay to the extent of the actual number of days of delay effected by any such events described above.

15.18 Exhibits. All of the exhibits attached hereto are incorporated herein by reference.

15.19 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois, or the United States District Court for the Northern District of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed on or as of the day and year first above written.

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government

By: _____
Rahm Emanuel, Mayor

COUNTY OF COOK, a body politic and corporate and home rule unit of government

By: _____
Toni Preckwinkle, President
Cook County Board of
Commissioners

Attest: _____
David Orr
County Clerk

EXHIBIT A

BYLAWS OF CHICAGO COOK LWIB

(Attached)

CHICAGO COOK WORKFORCE INVESTMENT BOARD BYLAWS

ARTICLE I

NAME, SERVICE AREA, AUTHORITY, ADMINISTRATION

Section 1: Name

The name of this body shall be the Chicago Cook Workforce Investment Board, hereinafter referred to as "the WIB." The WIB is established by appointment of members by the President of the Cook County Board of Commissioners and the Mayor of Chicago, as the chief elected officials (the "CEOs") of the City of Chicago and Cook County, Illinois (the "County") and certification by the Governor of the State of Illinois (the "Governor"), pursuant to Public Law 105-220, as amended, known as the "The Workforce Investment Act of 1998", as amended (the "Act and applicable federal regulations" (the "Federal Regulations", and collectively with the Act, ("WIA")

Section 2: Service Area

The WIB shall act as the "local workforce investment board" under WIA and shall conduct its responsibilities in the Local Workforce Investment Area (designated by the State of Illinois as "LWIA 7" and comprised of the City of Chicago and the County of Cook.

Section 3: Authority

The WIB shall set policy and exercise oversight for the local workforce investment system as set forth in WIA and applicable state and local law (collectively "Laws").

Section 4: Administration

The CEOs shall designate The Chicago Cook Workforce Partnership ("The Partnership") to serve as the local grant recipient and fiscal agent for, and shall be liable for any misuse of, the Federal grant funds made available to LWIA 7 under sections 128 and 133 of the Act ("WIA Grant Funds"). The Partnership shall disburse such funds for workforce investment activities under WIA at the direction of the WIB if the direction does not violate a provision of WIA. Procurement shall follow WIA requirements for competitive bidding.

ARTICLE II

MISSION AND FUNCTION

Section 1: Mission

The WIB shall strive to enhance workforce quality by providing equal opportunity for all to achieve economic independence and improved quality of life through establishing an evolving collaborative system that promotes life-long learning and proactively addresses the workforce needs and requirements of the community and employer base.

The WIB, in conjunction with the CEOs and The Partnership, shall use available funding in ways that will most effectively satisfy the labor demand needs of the residents and business community of LWIA 7; enhance the economic well-being of LWIA 7; and ensure that federal resources provided under WIA are focused on preparing individuals for higher paying self-sustaining jobs in demand occupations in target industries. Special emphasis shall be placed on providing services that lead to higher paying employment in demand occupations to the following targeted populations in LWIA 7: economically disadvantaged adults and youth; dislocated workers; welfare recipients; residents reentering the community; veterans; and others identified by the CEOs and the WIB's five-year strategic plan (the "Local Plan").

Section 2: Functions

The WIB, in partnership with the CEOs, shall perform the functions and duties as described in the Act, Section 117(d) and the Federal Regulations and all other functions and duties as deemed necessary by the WIB and the CEOs. The WIB shall enter into an agreement with the CEOs (the CEO-WIB Agreement"), which agreement shall establish formally in accordance with WIA that (i) The Partnership will act as the recipient of the WIA Grant Funds") received under WIA by the City and the County for use in carrying the purposes of WIA; and (2) that The Partnership will act as the administrator of the WIA Grant Funds. Additionally, to accomplish the goals of the CEOs and the WIB pursuant to WIA, the WIB shall:

2.1.1 Develop and submit a five-year local Workforce Investment Plan to the Governor and update said Plan as required;

2.1.2 Consistent with section 121 (d) of the Act, the Federal Regulations and County procurement standards, to the extent not inconsistent with federal requirements, designate and certify a One-Stop operator(s) and, if warranted, terminate for cause the eligibility of such operator(s);

2.1.3 Consistent with Section 134 (d)(3) of the Act and the Federal Regulations, if and as needed, identify and award contracts to providers of core and intensive services;

2.1.4 Consistent with section 122 of the Act and the Federal Regulations, identify eligible providers of training services described in section 134 (d)(4) of the Act and collect and disseminate performance and cost information;

2.1.5 Consistent with Section 123 of the Act, the Federal Regulations and County procurement standards (to the extent not inconsistent with federal standards), identify eligible providers of youth activities in LWIA 7 in order to award grants or contracts on a competitive basis based on the recommendations of the Youth Council;

2.1.6 Conduct oversight with respect to local programs of youth activities authorized under the Act, Section 129 and the Federal Regulations, local employment and training activities authorized under Section 134, and the one-stop delivery system in LWIA 7;

2.1.7 Develop a budget for the purpose of carrying out the duties of the WIB under Section 117 of the Act and the Federal Regulations, subject to approval of the CEOs;

2.1.8 Negotiate and reach agreement with the Governor and the CEOs on local performance measures as described in WIA;

2.1.9 Assist the Governor in developing the statewide employment statistics system described in Section 15(e) of the Wagner-Peyser Act;

2.1.10 Coordinate the workforce investment activities authorized under WIA and carried out in LWIA 7 with the CEOs economic development strategies and develop other employer linkages with such activities;

2.1.11 Promote the participation of business sector employers in the statewide workforce investment system and ensure the effective provision, throughout the system, of connecting, brokering and coaching activities through intermediaries such as the One-Stop operator in the local area or through other organizations to assist such employers in meeting hiring needs. and

2.1.12 Solicit and accept grants and donations other than WIA Grant Funds.

The WIB shall also perform other functions and duties that it sees as necessary to fulfilling its purpose as stated in Article II, Section 1. Further, the WIB shall perform duties as required by WIA, the State of Illinois, Federal grant agreements providing the WIA Grant Funds ("Federal Grant Agreements") and other applicable Federal, State and local laws, rules and agreements not specified in these bylaws. The WIB shall have the power to amend the Bylaws, formulate policies and direct the affairs of the WIB so long as such amendments do not violate any Laws. The WIB may appoint committees or appoint persons or groups to perform services for the WIB.

ARTICLE III

WIB MEMBERS

Section 1: Composition

The WIB membership shall be composed of representatives required by the provisions of WIA or policies established by the Governor. Membership shall include business, labor, education, community-based organizations (CBOs), economic development entities and One-Stop Partners. The majority (51%) of the members shall be representatives of the private business sector. To be counted as a business sector member, the majority of the member's annual income must be derived from private business and industry sector activities. Business composition shall reflect the employment and projected business growth opportunities in the area. All members shall have optimum policymaking authority at their place of employment. The WIB membership shall reasonably represent the population of the area with special consideration assuring an appropriate ethnic and gender balance and other representation as reflective of the local area. Reflecting legal agreements, approximately one-half of the business sector membership of the WIB shall be from the City of Chicago and approximately one-half of the business sector membership shall be

from the surrounding Cook County area. This geographical balance of business sector membership on the WIB may be adjusted in the event of any reconfiguration or expansion of the geographic area served by WIB or LWIA 7 to reflect new service boundaries.

Section 2: Selection

The WIB shall be composed of members appointed by the CEOs so as to ensure compliance with Section 117 (b)(2) of the Act. All appointed members are volunteers. This membership will include:

- 2.1 Representatives of business in the local area who:
 - 2.1.1 are owners of businesses, chief executives or operating officers of businesses and other business executives or employers with optimum policy-making or hiring authority;
 - 2.1.2 represent businesses with employment opportunities that reflect the employment opportunities in LWIA 7 as defined by key industry sectors and Labor Market Information (LMI) as provided by the State or other sources; and
 - 2.1.3 are appointed from among individuals nominated by local business organizations and business trade associations.
- 2.2 At least two (2) representatives of local educational entities, including representatives of local school boards, entities providing adult education and literacy activities and postsecondary educational institutions (including one community college president from among those in the region) selected from among individuals nominated by regional or local educational agencies, institutions, or organizations representing such local educational entities.
- 2.3 At least two (2) representatives of labor organizations nominated by local labor federations.
- 2.4 At least two (2) representatives of community-based organizations (including organizations representing individuals with disabilities and veterans.)
- 2.5 At least two (2) representatives of economic development agencies including business sector economic development entities.
- 2.6 At least one (1) representative of each of the "One-Stop" partners so designated under the Act, including the following programs: the Act Title I (Adult, Dislocated and Youth); Wagner-Peyser Act/Employment Services; the Act, Title II Adult Education and Literacy; TANF Employment and Training Program/Food Stamp Employment and Training Program; Vocational Rehabilitation (Rehabilitation Act Title I); Title V Older Americans Act; Postsecondary Vocational Education/Perkins Act; Trade Act/NAFTA; Veterans Title 38; and Unemployment Insurance; and, when

present in the area at least one representative of the following programs: CSBG Employment and Training; HUD Employment and Training; and the Act, Title I, National Programs including Native American programs, Migrant and Seasonal Farm Worker programs, Job Corps and Veteran Workforce Investment programs and public housing authorities.

- 2.7 Such other individuals or representatives or entities as the CEOs may determine to be appropriate.
- 2.8 Members of the Youth Council who are not appointed members of the WIB will be considered as non-voting members of the WIB consistent with the Act, Section 117(h)(3).

Section 3: Tenure and Vacancies

Members shall be appointed for fixed and staggered terms and shall serve until their successors are appointed. There will be three concurrent years of appointments with all having a fixed term of three years. From time to time, new appointments can be made for a period shorter than 3 years to maintain the balance of term expirations. When the term of a WIB member has expired, the CEOs may reappoint that member to the WIB. Membership tenure may be reduced in the event of any reconfiguration or expansion of the geographic area served by the WIB or LWIA 7 in order to assure that WIB membership reflects the new service area boundaries.

Any vacancy occurring on the WIB before the expiration of a member's term shall be filled in the same manner as the original appointment to membership on the WIB. Any member so appointed shall serve for the remainder of the unexpired term. Vacancies should be filled within 90 days of the vacancy.

Section 4: Resignations/Removals

WIB members will serve until their term of office expires; or their status under which they were appointed changes; or until the relevant CEO revokes their appointment (which the relevant CEO may do at any time at the CEO's discretion); or the member becomes incapacitated or otherwise unable to complete their term of office; or the member resigns. WIB members who either retire or no longer hold the WIB position or status that made them eligible WIB members may be appointed by the CEO to a WIB Committee or the Youth Council.

For purposes of this Section 4, a member of WIB who no longer represents the category or sector of the WIB for which he or she was appointed to represent pursuant to Article III, Section 2 of these Bylaws would be deemed to have had a "change in status" and shall be dropped from membership upon such change in status. WIB members are required to inform the Chair of such change in status within thirty (30) days of such change in status and may not vote on any matters before the WIB or take part in any substantive discussions on matters concerning the WIB following such change in status.

ARTICLE IV

OFFICERS AND TERMS OF MEMBERS

The officers of the WIB shall include but not be limited to two Co-Chairs, Secretary and Treasurer. Additional offices of the WIB may be created if deemed necessary by the WIB. Such offices shall be filled by current members of the WIB by a simple majority vote of the members present at a meeting providing there is a quorum of the full WIB.

Section 1: Chairperson

The WIB shall have Co-Chairpersons (the "Chairs") who shall be selected from among the representatives of business and industry.

The Co-Chairs shall preside at all meetings of the WIB and shall call special meetings upon proper requisition or when deemed expedient. The Co-Chairs shall appoint standing committee chairpersons. The Co-Chairs may appoint ad-hoc committees and their chairpersons, as necessary, for short-term projects of business. The Co-Chairs shall organize the Workforce WIB schedule and agenda and assign responsibilities to standing committees. The Co-Chairs shall also supervise the work of staff to the WIB.

Section 2: Secretary

The Secretary shall, in cooperation with WIB staff, arrange for meetings and mail and transmit appropriate announcements of such meetings, prepare and maintain a permanent, written record of all proceedings, arrange for an audio recording or verbatim transcript of all Board meetings and meetings of the Executive Committee, transmit notices and agendas to the officers and Workforce WIB members, transmit a copy of the minutes of each meeting of the WIB to each member prior to the next meeting and keep the current membership and mailing list. The Secretary may be, but is not required to be, elected from the business sector membership of the Workforce WIB.

Section 3: Treasurer

The Treasurer shall monitor the control, receipt and custody of assets, if any, of the WIB and shall monitor the disbursements, if any, as authorized by the Executive Committee. The Treasurer shall report the receipt, use and disbursement of all assets of the WIB. The Treasurer shall work with WIB staff in the preparation of Workforce WIB financial reports and ensure that an annual independent audit is conducted or cooperate with a State annual audit, as applicable. The Treasurer shall ensure that an operating budget is developed and a financial report prepared for each quarterly meeting of the WIB. The Treasurer may be, but is not required to be, elected from the business sector membership of the Workforce WIB. The Treasurer shall serve as Chair of the Finance Committee. The Treasurer shall present a financial report of LWIA 7, quarterly or more frequently if required or requested by the WIB Chair.

Section 5: Term of Office

The officers of the WIB will be selected for ____-year terms. Except as set forth below, no officers of the WIB shall be selected for more than two (2) consecutive two-year terms in office; provided that the CEOs may extend in writing the eligibility of any officer to be selected for a further term upon a finding that such continued eligibility is in the

best interest of the WIB and LWIA 7 because of that officer's experience and service to the WIB.

When necessary, appointments can be made for a term of less than two (2) years so as to maintain the balance of term expirations. Membership tenure may also be reduced in the event of any reconfiguration or expansion of the geographic area served by LWIA 7 in order to assure WIB membership reflects the new service area boundaries.

Section 6: Vacancy

A vacancy in office may be filled by the Executive Committee with the approval of the WIB. Any Officer so appointed shall serve for the remainder of the unexpired term of office. In the event of resignation or death of one of the Chairs, the other Chair shall preside until a replacement is appointed.

ARTICLE V

WIB MEETINGS

Section 1: Calendar and Agenda

Regular WIB meetings will be held.

- 1.1 The WIB shall meet no less than four (4) times per year and shall establish its meeting calendar by resolution at the beginning of each year
- 1.2 The meetings will be held at places and times designated by the Co-Chairs. All meetings of the WIB and the Committees shall be open to the public, subject to the exceptions set forth in the Illinois Open Meetings Act.
- 1.3 Notice of Regular Meetings. Public notice of the schedule of regular meetings shall be given at the beginning of each calendar year in accordance with the Illinois Open Meetings Act and shall state the regular dates, times and places of such meetings. Public notice of all regular meetings shall be given to the public by posting as required by the Illinois Open Meetings Act and by providing notice of such annual schedule of meetings to all news media which have filed annual requests for such notice. If the WIB has full-time staff supporting a website, notice of the annual schedule of meetings and of the regular meetings shall be provided as required by the Illinois Open Meetings Act. Changes in the regular meeting dates shall require at least ten (10) days prior notice by publication in a newspaper of general circulation in Cook County, together with posting of such changes as required under the Illinois Open Meetings Act and provision of notice of such change to those news media who have filed an annual request for notice as required under the Illinois Open Meetings Act.

- 1.4 The agenda for the meetings will be prepared by the Co-Chairs in conjunction with WIB staff support and mailed to the membership two (2) weeks prior to the meeting date stating the time and place of the meeting. The agenda may be updated at any time prior to forty-eight (48) hours prior to the meeting so long as the nature of such updating is not prohibited by the Illinois Open Meetings Act.
 - 1.4.1 To the extent feasible, background material necessary to the understanding of agenda items will be mailed one (1) week prior to the meeting. A fax or e-mail reminder of the meeting will be sent to the members of the WIB two (2) days before the meeting.
 - 1.4.2 WIB members wishing to have an item(s) placed on the WIB agenda shall submit such item(s) with appropriate background information to the Co-Chairs for consideration in keeping with the aforementioned time line.
 - 1.4.3 The agenda for regular meetings shall include, but not be limited to:
 - a. Roll Call
 - b. Minutes of the Previous Meeting
 - c. Reports of Committees
 - d. Other Business
 - e. Public Comments
 - f. Adjournment
 - 1.4.4 Public comments shall be limited to five (5) minutes for each speaker, unless an exception is made by the Co-Chairs. All comments shall be addressed to the Co-Chairs.
 - 1.4.5 Within five (5) working days all non-confidential reports and approved minutes of the WIB shall be posted to the WIB's website, except those excerpts or reports which need not be made public under the Illinois Open Meetings Act, 5 ILCS 120 et. seq. (the "Open Meetings Act").

Section 2: Attendance

Members who fail to attend two (2) consecutive, regularly scheduled meetings of the WIB during the program year shall receive a letter of warning from the WIB Co-Chairs. Members who have three (3) unexcused absences from regularly scheduled meetings of the WIB during the program year shall be dropped from the WIB. However, such members may appeal to the Executive Committee for reinstatement due to extenuating circumstances. The Executive Committee shall deliberate the matter and make a recommendation to the CEOs who will make the final determination regarding continued membership. Members seeking an excused absence should communicate with the WIB Co-Chairs in writing no less than 48 hours prior to the meeting. Exceptions can be made by the Chair in cases of unforeseen emergencies.

Section 3: Quorums and Special Meetings

3.1 A quorum of the WIB shall consist of the presence of at least 51% of the WIB members. No official business of the WIB can be conducted in the absence of a quorum.

3.2 Special meetings may be held at any time upon the call of the Co-Chairs.

3.2.1 Notice shall be provided to the membership of the WIB and to members of the news media and the public which have requested the annual agenda of the WIB under the Illinois Open Meetings Act and public notice shall be pursuant to the requirements of the Illinois Open Meetings Act at least a forty-eight (48) hour prior to a special meeting, a rescheduled regular meeting or a reconvened meeting, (subject to the exceptions set forth in the Illinois Open Meetings Act for emergency meetings and reconvened public meetings reconvened with 48 hours), including the agenda for such meeting and the time and the place of the meeting. Posting of such non-regular meeting shall be done at least 48 hours prior to such special meeting at the principal offices of the WIB, or if no such office exists, at the building at which such meeting will take place.

3.2.2 Only the specific item(s) of the agenda will be discussed at a special meeting.

3.2.3 Teleconferences may be used to the extent permitted under the Illinois Open Meetings Act.

Section 4: Voting

At WIB meetings, each member of the WIB is entitled to one vote on each matter submitted to a vote of the members unless a conflict of interest arises. Meetings include both in-person and telephonic/virtual assemblages to the extent and as permitted under the Illinois Open Meetings Act.

4.1 Any appointed WIB member, with the exception of the Chair, can introduce a motion.

4.2 A question or motion shall be carried by a simple majority (at least 51%) affirmative vote of a quorum as defined in Article V, Section 3, 3.1 of these Bylaws.

4.3 The Chair will only vote in the event of a tie.

ARTICLE VI

COMMITTEES

Introduction

The Workforce WIB uses committees for two principal purposes: the division of labor among its members; and the development of expertise important to the WIB's success. By assigning the WIB's members to committee work groups the leadership (the Co-Chairs and Executive Committee) engages members in worthwhile activities essential to achieving the WIB's mission. The selection of committees reflects the WIB's current strategic agenda. Committee assignments direct members' interest and energy toward major areas of WIB engagement.

The designated standing committees and councils of the WIB are: **Executive Committee; Finance Committee; Program Committee; Advisory Committee; the Youth Council; and the Strategic Planning Committee.** The addition of other standing committees and of ad hoc committees or councils is the prerogative of the WIB Co-Chairs.

No committee or its members shall take or make any formal action, or make public any resolution, or in any way commit the organization on a question of policy without first receiving approval from the WIB. The Executive Committee must first review committee proposals to the WIB. A recommendation by the Executive Committee shall then be made to the WIB.

The composition of standing committees shall be as determined in Article VI, Section 3. Non-members of WIB may serve on ad hoc committees and task forces. WIB members serving on committees shall be appointed by the WIB Co-Chairs and serve at the WIB Co-Chairs' pleasure. The WIB Co-Chairs shall not appoint members to Committees that create a potential conflict of interest under Article X. No service provider may serve as the Co-Chairs or to any leadership position of any Committee.

Each committee is responsible for a particular portion of the WIB's successful operation. Ultimately, each committee is charged with proposing policy-relevant action recommendations to the WIB for discussion and decision. Committee recommendations are forwarded to the Executive Committee. Functions of said committees include but are not limited to those below.

Section 1: Executive Committee

The formal leadership and management of the WIB are assigned to the Executive Committee. The membership of the Executive Committee shall be members of WIB and shall include all the WIB Officers, the Chairs of each of the Committees, including the Youth Council, a representative of the local education community within LWIA 7, a representative of the labor community, a representative of a Community Based Organization, a representative of an economic development agency and one representative for the partners in the One-Stop System in LWIA 7. The number of business sector representatives should equal or exceed 51% of the Executive Committee. The WIB Co-Chairs shall serve as the Chair of the Executive Committee. The fundamental purpose of this Committee is to act on behalf of the WIB between regular meetings of the WIB and during emergencies. The Executive Committee's leadership and management responsibilities include assuring a relevant strategic agenda, effective committees, well-prepared materials, well-managed meetings and WIB continuing education.

The Executive Committee organizes the WIB into Committees appointed by the Chair, manages the WIB's day-to-day operations and designs WIB meeting materials and agendas. The Executive Committee receives and acts on recommendations from all other Committees before making recommendations to the WIB.

1.1 Additionally, the Executive Committee shall be responsible for:

1.1.1 Reviewing, on a quarterly basis, the membership of the WIB for composition and attendance, and making recommendations to the WIB Co-Chairs;

1.1.2 Reviewing, discussing and approving the reports and recommendations from the other Committees and the Youth Council to ensure they are in accordance with federal, state and local criteria in order to make recommendations to the WIB;

1.1.3 Recommending eligible providers of training services described in section 134(d)(4) in the local area and approving eligible providers of intensive services described in section 134(d)(3) in the local area;

1.1.4 Developing and recommending agendas for meetings, conferences, seminars and workshops sponsored by and or conducted by the WIB;

1.1.5 Recommending WIB enrichment and development activities and trainings to include meetings, conferences, seminars, workshops and orientation materials for the WIB members;

1.1.6 Recommending Local Plan modifications, local policies and requests for proposals, grants, grant requests and contracts;

1.1.7 Resolving conflicts regarding recommendations made by committee chairpersons to the WIB;

1.1.8 Managing internal and external WIB communications

1.1.9 Create and staffing a bylaws committee and a nominating committee on an as needed basis.

Section 2: Standing Committees

2.1 The Finance Committee shall be chaired by the Treasurer and shall, at a minimum be responsible for:

2.1.1 Developing budgets;

2.1.2 Determining that all costs for which WIA Grant Funds are being used are reasonable and allowable under Federal Regulations;

2.1.3 Tracking contractual obligations, allocations and expenditures to ensure maximum use of funds;

2.1.4 Tracking key financial metrics, including but not limited to required allocations (by percentages) to training and obligations;

2.1.5 Performing annual audits, if required by the Laws or cooperating with the State, if the State conducts the audit;

2.1.6 Monitoring timely payment of contractors, agencies, affiliates and other entities doing business with and for the WIB.

2.1.7 Working closely with the Treasurer and his or her office in monitoring the financial condition of LWIA 7.

2.1.8 Report to the WIB and the Executive Committee on grant status, grant awards, audit findings and solutions to issues raised by such audits.

2.2 The Program Committee shall at a minimum be responsible for the following functions:

2.2.1 Researching best practices from around the country;

2.2.2 Developing standards for and monitoring of continuous quality improvement as it relates to the workforce investment system;

2.2.3 Making recommendations to the WIB regarding the local performance measures to be negotiated between the WIB, CEOs and the Governor;

2.2.4 Reviewing and modifying of program policies including but not limited to supportive services and self-sufficiency;

2.2.5 Reviewing and modifying local customer grievance procedures;

2.2.6 Establishing programs and services to assist employers in meeting their hiring needs by:

2.2.6.1 Identifying the appropriate assessment process and mix of core and intensive services;

2.2.6.2 Identifying eligible providers of core, intensive and training services for adults and dislocated workers;

2.2.6.3 Identifying training programs that will allow job seekers to select a training program that is directly linked to the employment opportunities either LWIA 7 or in another area to which the individual is willing to relocate;

2.2.6.4 Identifying training services that are directly linked to occupations that are in demand in the local area in sectors of the economy that have a high potential for sustained demand or growth;

2.2.7 Establishing a competitive process to award contracts.

2.2.8 Monitoring performance and certification/recertification progress and conducting evaluations of providers and trainers.

2.2.9 Monitoring Compliance with Federal Regulations regarding eligibility, enrollments/completions, exits and retention benchmarks for individual training accounts.

2.3 The Strategic Planning Committee. shall manage the WIB's performance objectives and shall at minimum be responsible for:

2.3.1 Researching and assessing employment trends, local economic conditions, labor market challenges and opportunities and economic development priorities;

2.3.2 Collaborating with growing businesses to anticipate future workforce needs;

2.3.3 Soliciting grants and other funds for projects.

2.3.4 Leveraging resources to meet the needs of industries operating in LWIA 7.

2.3.5 Advising the WIB on strategic partnerships with local other workforce boards and entities (including institutions and industry and business representatives), such as the Workforce Board of Metropolitan Chicago and the Illinois Workforce Board.

2.4 The Advisory Committee shall at a minimum be responsible for:

2.4.1 Providing opportunity for service providers, training providers and other interested parties to discuss policies, practices and initiatives with the WIB;

2.4.2 Developing a list of current business services and identifying new services and products to respond to the local labor market;

2.4.3 Ensuring the smooth and effective delivery of service to the business/employer community;

2.4.4 Recommending marketing strategies to connect workforce system services to the employer community and the job-seeking community; Identifying and recruiting local business and economic development partners to expand, enhance and improve local business services and programs;

2.4.5 Identifying and responding to service and training provider technical assistance needs and providing support when new policies and initiatives are enacted at the federal, State and WIB level affecting WIB activities;

2.4.6 Working with WIB and service providers to develop new opportunities.

Section 3: Committee Membership and Selection

Each WIB member shall serve on a minimum of one standing Committee or Council as dictated by their area of expertise or interest. WIB members should make their interests known to the Co-Chair who is responsible for appointing committees. Other committee members may be recruited from the community at large. The Executive Committee, the Finance Committee and the Program Committee shall be made up solely of WIB members. **The other standing committees may include outside members, but at least 51% of such other Committees shall be WIB members.** Said members should possess expertise and experience in the work of the committees for which they are being recruited. The Chair of each standing committee or council shall be appointed by

the Co-Chairs of the WIB. Entities receiving WIA Grant Funds may not be represented on the WIB, the Youth Council, the Executive Committee, the Program Committee or the Finance Committee with the exception of public or agencies or educational entities whose participation is mandated by WIA and the agency(ies) administering the National Trade Adjustment Act and related Trade Act grants.

Section 4: Committee Meetings

The Executive Committee will meet every two months and may meet immediately prior to the meetings of the WIB. Other Standing Committees shall also meet on a quarterly basis or more frequently if needed to carry out their responsibilities and duties under these Bylaws. All Committee meetings shall be noticed, posted and conducted in the same manner and with the same formality as regular WIB meetings including the presence of a quorum as stipulated in Article V of these Bylaws to the extent required to meet the requirements of the Illinois Open Meetings Act. A quorum for the Executive Committee meetings and Youth Council meetings shall be the same as required for WIB meetings (i.e., 51% of WIB membership). A quorum for all other standing Committees shall consist of three (3) or more Committee members, the majority of which shall be WIB members.

Section 5: Committee Voting

For all Committees, a question shall be carried by a simple majority affirmative vote of a quorum. At committee meetings, each member of the committee is entitled to one vote on each matter submitted to a vote of the members unless a conflict of interest arises. Meetings include both in-person and telephonic/virtual assemblages.

5.1 Any appointed committee member, with the exception of the Chair, can introduce a motion.

5.2 A question or motion shall be carried by a simple majority (more than 50%) affirmative vote of a quorum as defined in Article V, Section 3, 3.1 of these Bylaws.

5.3 The Chair will only vote in the event of a tie.

Section 6: Attendance

Members who fail to attend two (2) consecutive, regularly scheduled meetings of a committee during the program year shall receive a letter of warning from the WIB Co-Chairs. Members who have three (3) unexcused absences from regularly scheduled meetings during the program year shall be dropped from the committee. However, such members may appeal to the Executive Committee for reinstatement due to extenuating circumstances. The Executive Committee shall deliberate the matter and make a recommendation to the CEOs who will make the final determination regarding continued membership.

Members seeking an excused absence should communicate with the applicable committee Chair in writing no less than 48 hours prior to the meeting. Exceptions can be made by the Chair in cases of unforeseen emergencies.

Section 7: Committee Procedures

7.1 All recommendations originating from the Youth Council and other standing Committees of the WIB which require action by the WIB or Executive Committee shall be prepared in accordance with the following format.

7.1.1 A written statement of the recommendation/motion indicating action to be taken

7.1.2 A brief written itemization of the rationale utilized in developing the recommendation

7.1.3 Other background material, if necessary, which will further clarify the issue to be considered.

7.2 This format should be used by Committees for recommendations/action items as part of their regular minutes

7.3 Recommendations and action taken at the Committee level shall not be binding in any way upon the WIB. Such recommendations or action items should be submitted to the next Executive Committee or WIB meeting for review and approval, and shall be presented in the form of a motion in accord with the above format.

7.4 The Executive Committee or WIB can approve a Committee's motion as is, approve the motion subject to minor modifications, or refer item back to Committee for further consideration. The Committee may modify their motion and subsequently resubmit it, or may submit again with more background information and rationale, or withdraw it.

7.5 Any Committee with a recommendation/action item that must be approved by the Executive Committee or the WIB must determine if enough time is available for the regular copy of the minutes to reach the appropriate body by reproduction and mail. If this is not possible, then the Committee's staff support must ensure that the minutes are either faxed or express mailed to all appropriate WIB members in advance of the meeting so that members can study the proposal and be prepared to discuss and vote upon it.

Section 8: Committee Reports

8.1 Each Committee and the Youth Council shall normally submit a written report to the Executive Committee or to the WIB prior to each meeting. The written reports shall summarize activities and efforts undertaken by the respective Committee since their last meeting. Any issues, recommendations or concerns to be considered by the Committee during the report period should also be included. Any other materials should be attached, as appropriate.

8.2 Each Chair shall also make a brief verbal report to the WIB and Executive Committee at each meeting. Verbal reports should only include a highlight of any significant issues(s) contained in the written report which should be brought to the attention of the Executive Committee or the WIB.

Section 9: Committee Resources

Committees are encouraged to bring technical advisors and other human resource personnel to Committee meetings for purposes of information and discussion.

Section 10: Ex Officio Membership

The CEOs or his or her designee in writing shall be an ex Officio member of all standing committees of the WIB.

ARTICLE VII

YOUTH COUNCIL

This Council is required by WIA. Its inclusion in the legislation reflects concerns about the preparedness of youth for jobs and careers throughout the country. Of particular concern are the needs of those youth having multiple barriers requiring special attention in their preparation as successful job seekers and employees.

There shall be established, as a sub-group within the WIB, a Youth Council appointed by the WIB in cooperation with the CEO. Members of the Youth Council who are not members of the WIB shall be voting members of the Youth Council and nonvoting members of the WIB. The Chair of the Youth Council shall be from the business sector in LWIA 7, a member of the WIB and the Executive Committee. Agencies funded by WIA Grant Funds shall not be members of the Youth Council.

Section 1: Membership

The membership of the Youth Council shall include:

- 1.1 Members of the WIB with special interest or expertise in youth policy;
- 1.2 Representatives of youth service agencies, including juvenile justice and local law enforcement agencies;
- 1.3 Representatives of local public housing authorities;
- 1.4 Parents of eligible youth seeking assistance through the Act;
- 1.5 Individuals, including former participants, and representatives of organizations that have experience relating to youth activities; and
- 1.6 Such other individuals as the Chair, in cooperation with the CEO, determine to be appropriate.

Section 2: Responsibilities

The responsibilities of the Youth Council shall include:

- 2.1 Developing the portions of the local plan relating to eligible youth as determined by the Chair;

- 2.2 Recommending eligible providers of youth activities to be awarded grants or contracts pursuant to a competitive process initiated by the WIB;
- 2.3 Conducting oversight with respect to the eligible providers of youth activities in the local area;
- 2.4 Coordinating youth activities authorized under the Act in the local areas;
- 2.5 Other duties determined to be appropriate by the WIB Chair.

ARTICLE VIII

WIB STAFF

The Co-Chairs of the WIB, with the approval of the CEOs, may hire professional, technical and clerical staff ("Staff") to support the WIB and its Committees and pay reasonable salaries and expenses for such staff, such salaries and expenses to be paid from WIA Grant Funds to the extent so permitted under WIA. Staff shall report to the Co-Chairs and the CEOs or his or her designee in writing.

GENERAL PROVISIONS

Section 1. Parliamentary Procedures

All WIB meetings shall be held in compliance with the Illinois state law, these bylaws and Robert's Rules of Order, provided that the use of Robert's Rules of Order shall be solely for the convenience of the WIB and its committees. Failure to comply with Robert's Rules of Order shall not affect the validity of any action taken which is otherwise in compliance with these bylaws. In the event of a conflict, the order or precedence shall be Illinois law, these bylaws and Robert's Rules of Order.

Section 2. Program Year

The program year shall be from July 1 until June 30.

Section 3. Legislative Provisions

The WIB must conduct its business in an open manner as required by the Act, section 117(e) by making available to the public, on a regular basis through open meetings, information about the Local Plan, prior to submission of the Plan; information about membership; the development of significant policies, interpretations, guidelines and definitions; and on request, minutes of formal meetings of the WIB.

All meetings of the WIB and each of the Standing Committees shall be conducted in accordance with the Illinois Open Meetings Act 5ILCS 120/et seq. (1992) and the federal

Government in the Sunshine Act, Pub.L. 94-409, codified at 5 U.S.C. sec. 552b (1988) and the Sunshine Provision as stated in the Act, sec. 117(e).

Section 4. Precedence

Nothing in these bylaws shall be construed to take precedence over federal, state or local laws or regulations or to constrain the rights or obligations of the CEOs.

Section 5. WIB Service and Post-Service Restrictions

No member of the WIB shall take a position with or represent in financial or contractual matters any agency funded by the WIB while an active member of the WIB or for a period of one year after voluntarily or involuntarily leaving the WIB.

Section 6. Books and Records

The WIB shall keep correct minutes of the proceedings of the WIB and its standing committees and shall keep in an administrative office a record giving the name and address of all members and officers of the WIB.

ARTICLE X

CONFLICT OF INTEREST

Section 1. Federal Requirements.

In compliance with the Regulations, all members of the WIB and the Committees will abide by the following Regulations and abstain from voting on the selection of service providers if any of the conditions apply:

No WIB member (whether compensated or not) shall engage in any activity, including participation in the selection, award or administration of a sub-grant or contract supported by WIA Grant Funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when:

- i. The individual,
- ii. any member of the individual's immediate family,
- iii. the individual's partner, or
- iv. an organization which employs, or is about to employ any of the above, has a financial interest in the firm or organization selected for the award.

No WIB member, Committee member or member of his/her immediate family, officers, employees or agents of the WIB member's agency or business, shall solicit nor accept gratuities, favors, or anything of value from contractors, potential contractors, or parties to sub-agreements.

No WIB member or Committee member nor any member of the Youth Council shall cast a vote on, or participate in, any decision making capacity on the provision of

services by such member (or any organization which that member directly represents), nor on any matter which would provide any direct financial benefit to that member.

Members with an actual or perceived conflict of interest should publicly declare the conflict of interest prior to any discussion of the conflicted matter, such conflict to be recorded in the minutes and then recuse himself or herself from the conversation, voting, and room when the topic of conflicted interest is before the WIB or any Committee or the Youth Council.

Neither membership of any member on the WIB or any Committee nor the receipt of WIA Grant Funds by any recipient shall be construed by itself, to violate WIA.

The WIB shall put into place a written procurement policy in accordance with WIA, state of Illinois requirements and (to the extent not inconsistent with federal requirements) Cook County procurement practices.

Section 2. State Requirements.

No member of the WIB or its Committees or the Youth Council shall participate in the discussion of, or cast a vote on, any motion which has a direct or indirect bearing on services to be provided by that member, by any organization which such member represents, or on any matter which would directly or indirectly financially benefit the organization which the member represents. This prohibition includes, but is not limited to, any discussion or votes regarding the encumbrance of or de-obligation of funds from any individual or organization. Consistent with the Illinois ethics law, 5 ILCS 430 *et seq.*, any member of the WIB committee or the Youth Council with a real or perceived conflict of interest in an area or item to be voted upon shall declare such real or perceived conflict prior to a vote being cast in that area. The member(s) must identify any conflict of interest related to such matters prior to discussion and consideration of the matter by the WIB or its Committees or Youth Council. A WIB member, a Committee member and a member of the Youth Council shall not engage in any other activity determined by the Governor to constitute a conflict of interest as specified in the State Plan.

Each member of the WIB, its Committees and the Youth Council shall file a statement of economic interests and an ethics statement annually. Application of this Article is not discretionary by any member of the WIB or its Committees or the Youth Council.

ARTICLE XI

INDEMNIFICATION

A. To the extent permitted under WIA and payable from WIA Grant Funds, the WIB shall indemnify any present or former WIB member, staff person or officer for expenses actually and reasonably incurred by him/her in connection with the defense of any action, suit or proceeding, civil or criminal, in which he/she is made a part by reason of being or having been a WIB member, Staff person or officer, except in relation to matters in which he/she was adjudged in the action, suit or proceeding, to be liable for negligence or misconduct in the performance of his/her WIB duties.

A. The WIB and the CEOs shall have the power to purchase and maintain insurance sufficient to meet this Article's indemnification requirement to the extent WIA Grant Funds are lawfully available for such purposes.

ARTICLE XII

AMENDMENTS

These bylaws, except those Sections that embody federal statutory requirements and other applicable state and local laws and those related to the power of the CEOs may be altered, amended or repealed at any meeting of the members at which a quorum is present. The intended action must be explicitly stated in a notice delivered to the members of the WIB at least fourteen (14) days prior to said meeting and the notice must include the full text of the proposed change(s). An affirmative vote of two-thirds (2/3) of those present and voting is required.

ARTICLE XIII

ENACTMENT PROVISION

These Bylaws shall become effective after approval by a majority vote of the membership after due notice to the WIB membership and shall remain in continuous effect from that date until otherwise amended or replaced. Said notice shall be made no less than ten (10) days prior to the meeting at which these Bylaws are enacted.

ARTICLE XIV

DISSOLUTION

The WIB shall remain in existence until (a) the Act expires or is repealed by Congress; (b) the WIB is dissolved for cause by the Governor; (c) LWIA 7 is reconstituted by action of the CEOs or their legal agreements; or (d) LWIA 7 is re-designated by the Governor.

EXHIBIT B

BYLAWS OF THE CHICAGO COOK WORKFORCE PARTNERSHIP

(Attached)

AMENDED AND RESTATED
BY-LAWS OF

CHICAGO/COOK WORKFORCE PARTNERSHIP

ARTICLE I

NAME

The name of the corporation, hereinafter shall be the "CHICAGO/COOK WORKFORCE PARTNERSHIP" (the "Corporation").

ARTICLE II

PURPOSES

Section 1. Not For Profit. The Corporation is organized under and shall operate as an Illinois not-for-profit corporation, and shall have such powers as are now or as may hereafter be granted by the Illinois General Not For Profit Corporation Act of 1986, as amended (the "Act").

Section 2. Purposes. The purposes of the Corporation are: charitable, educational and scientific; to lessen the burdens of government within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"); and to lead and coordinate all workforce development efforts within all of Cook County, including the City of Chicago, in order to develop a system responsive to both employers and job-seekers. In furtherance of such purposes, the Corporation may:

(a) create and implement a strategic vision for a market-driven workforce development system within all of Cook County, including the City of Chicago, and set measurable goals and outcomes for this workforce development system;

(b) identify critical workforce issues facing industries, populations, and public systems, and develop innovative solutions that respond to these issues;

(c) direct Task Forces to carry out these critical initiatives in partnership with business, education, government, foundations, and community organizations;

(d) coordinate workforce development activities with economic development strategies and develop other employer linkages;

(e) set measurable goals for the workforce development system and its participants and direct resources in order to achieve these goals most efficiently;

(f) coordinate and collaborate with the educational systems and other entities involved in the workforce development system as appropriate;

(g) serve as the local workforce investment board for the Chicago-Cook local workforce investment area created under the Workforce Investment Act of 1998, as amended (29 U.S.C. § 2801 et seq.) (the "WIA") and as such board, to perform the duties enumerated under the WIA; and

(h) engage in any and all lawful activities necessary for, or incidental to, the foregoing purposes.

ARTICLE III

REGISTERED OFFICE, AGENT AND SEAL

Section 1. Registered Office and Agent. The corporation shall have and continuously maintain in the State of Illinois a registered office and a registered agent whose office shall be identical with such registered office, and may have such other offices within or without the State of Illinois and such other registered agents as the Board of Directors may from time to time determine.

Section 2. Seal. The corporation shall not have a seal.

ARTICLE IV

MEMBERS

There shall be no members of the Corporation.

ARTICLE V

BOARD OF DIRECTORS

Section 1. General Powers. The property, business and affairs of the Corporation shall be managed by or under the direction of its Board of Directors (the "Board"). Without limiting the foregoing, the Board may exercise all such powers of the Corporation as are provided by the Act, the WIA, the Articles of Incorporation and these By-laws, as in effect from time to time. The Board may adopt such rules and regulations for the conduct of its business as shall be deemed advisable and may, in the execution of the powers granted, appoint such agents as it may consider necessary.

Section 2. Number, Tenure and Qualifications. All members of the Board shall be members of the Executive Committee of the Chicago Cook Workforce Investment Board ("CCWIB") appointed jointly by the Chief Elected Officials (as defined in the WIA) of Cook County and of the City of Chicago, such Chief Elected Officials being the President of Cook County and the Mayor of the City of Chicago, respectively. The number of directors that shall constitute the whole Board shall be at least [_____ and no more than _____].

Members shall be appointed for fixed and staggered terms and shall serve until their successors are appointed. There will be _____ concurrent years of appointments with all having a fixed term of _____ years. From time to time, new appointments can be made for a period shorter than _____ years to maintain the balance of term expirations. When the term of a member has expired, the CCWIB may reappoint that member to the Board. Membership tenure may be reduced in the event of any reconfiguration or expansion of the geographic area served by CCWIB or LWIA 7 in order to assure that Board membership reflects the new service area boundaries.

Any vacancy occurring on the Board before the expiration of a member's term shall be filled in the same manner as the original appointment to membership on the Board. Any member so appointed shall serve for the remainder of the unexpired term. Vacancies should be filled within 90 days of the vacancy.

Section 3. Co-Chairs of the Board. The two Co-Chairs of the Board, who shall be selected from among the representatives of business and industry appointed by the President of the Cook County Board and the Mayor of Chicago to the CCWIB, shall preside over regular and special meetings of the Board. The Co-Chairs of the Board shall call special meetings upon proper requisition or when deemed expedient. The Co-Chairs shall appoint standing committee chairpersons and may appoint ad-hoc committees and their chairpersons, as necessary, for short-term projects of business. The Co-Chairs shall organize the Board schedule and agenda and assign responsibilities to standing committees.

Section 4. Regular Meetings/ Notices. A regular annual meeting of the Board shall be held as determined by the Co-Chairs of the Board. The Co-Chairs shall determine the time and location of the other regular or scheduled meetings necessary to perform the duties of the Board.

Regular meetings of the Board solely for the purpose of doing the business of the Corporation, with no other workforce or other purposes, shall be held *in camera* as provided by resolution of the Board, without notice other than such resolution, always subject to the Board's reporting requirements.

Section 5. Agenda for Regular Meetings. The agenda for regular meetings shall be approved by the Co-Chairs. The Co-Chairs shall consider the advice of Directors and staff when approving the agenda for regular meetings. The written agenda for regular meetings shall be provided in advance of the meeting. The agenda which is provided in advance of the meeting may be accompanied by background material. Board members seeking to have an item placed on the agenda shall submit such an item, accompanied by any necessary background information, to the Co-Chairs as well as to the Board's staff at least two weeks prior to the meeting.

Section 6. Public Comments. Public comments may be permitted at the Board's discretion after the Board completes its business. Public comments shall be limited to three minutes for each speaker, unless the Board votes to extend the time for the speaker's comments.

Section 7. Special and Executive Committee Meetings. Special and Executive Committee meetings of the Board may be called by or at the request of the Chief Executive Officer, the Co-Chairs or a majority of the Directors entitled to vote. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meeting of the Board called by them.

Section 8. Notice. Notice of any Special or Executive Committee meeting of the Board shall be given at least two days prior to such meeting by written notice delivered personally or sent by mail, facsimile transmission or e-mail transmission to each Director at his or her address, facsimile number or e-mail address, as applicable, as shown by the records of the Corporation. If written notice is given personally or by mail, such notice shall be deemed to be delivered when deposited in the United States mail or delivery service in a sealed envelope

so addressed, with postage or delivery charge thereon prepaid. If notice is given by facsimile or e-mail transmission, such notice shall be deemed to be delivered when the facsimile or e-mail is transmitted. Notice of any special meeting of the Board may be waived in writing signed by the person or persons entitled to the notice either before or after the time of the meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except when a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-laws.

Section 9. Quorum.

A quorum of the full Board shall be deemed present if forty percent (40%) of the Board is present, provided that if a quorum is not present at said meeting, a majority of the Directors present may adjourn the meeting to another time without further notice.

Section 10. Manner of Acting. The act of a majority of the members of the Board present at a meeting at which a quorum is present shall be the act of the Board. If a quorum is not present and the necessary vote or action cannot be taken, the item(s) will go to the Executive Committee for consideration and action to the extent permitted under the Act and other law. A Director may not act by proxy on any matter.

Section 11. Public Statements. With the exception of the Co-Chairs, no Director shall make any public statement or issue any press release on any subject concerning the Corporation that may be interpreted as a statement of the Board's policy without prior approval of said public statement or press release by the Board.

Section 12. Vacancies. Any vacancy occurring in the Board shall be filled by appointment of the CCWIB. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his or her predecessor in office.

Section 13. Resignation and Removal of Directors. A Director may resign at any time upon written notice to the Board. Such resignation shall take effect at the time specified therein, if any, otherwise it shall take effect upon receipt. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any Director may be removed with or without cause, by the Co-Chairs or by vote of a majority of the disinterested Directors entitled to vote then in office present and voting at a meeting of the Board at which a quorum is present.

Section 14. Compensation. Directors shall not receive any compensation for their services as Directors; however, the Board may authorize reimbursement of reasonable expenses incurred in the performance of their duties. Nothing herein shall be construed to preclude a Director from serving the Corporation in any other capacity and receiving reasonable compensation therefor.

Section 15. Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board at which action on any corporation matter is taken shall be conclusively presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered or certified mail to the secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE VI

OFFICERS

Section 1. Officers. The officers of the Corporation shall be Co-Chairs, as described in Article V Section 3 of these By-laws, a Treasurer, a Secretary, and such other officers as may be elected or appointed by the Board. Officers whose authority and duties are not prescribed in these By-laws shall have the authority and perform the duties prescribed, from time to time, by the Board. Any two or more offices may be held by the same person.

Section 2. Officer Elections. Those officers of the Corporation that are elected shall be elected annually by the Board at the annual meeting of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient.

Section 3. Vacancies and Term of Office. Vacancies may be filled or new offices created and filled at any meeting of the Board. An officer elected or appointed to fill a vacancy shall serve for the unexpired term of his or her predecessor, and until his or her successor shall have been duly elected or appointed and shall have qualified or until his or her earlier death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

Section 4. Resignation and Removal of Officers. Any officer may resign at any time upon written notice to the Board. Such resignation shall take effect at the time specified therein, if any, otherwise it shall take effect upon receipt. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Corporation would be served thereby.

Section 5. Chief Executive Officer. The Chief Executive Officer shall be appointed jointly by the Mayor of the City of Chicago and the President of the Cook County Board and shall be the principal executive officer of the Corporation. Subject to the direction and control of the Board, he or she shall be in charge of the business and affairs of the Corporation; he or she shall see that the resolutions and directives of the Board are carried into effect except in those instances in which that responsibility is assigned to some other person by the Board; and, in general, he or she shall discharge all duties incident to the office of Chief Executive Officer and such other duties as may be prescribed by the Board, including without limitation, that he or she shall attend the meetings of the boards of directors of the City Colleges of Chicago, the Chicago Public Schools and World Business Chicago, as appropriate, to represent the interests of the Corporation. Except in those instances in which the authority to

execute is expressly delegated to another officer or agent of the Corporation or a different mode of execution is expressly prescribed by the Board or these By-laws, he or she may execute for the Corporation any contracts, deeds, mortgages, bonds, or other instruments that the Board has authorized to be executed, and he or she may accomplish such execution either individually or with the secretary or any other officer thereunto authorized by the Board, according to the requirements of the form of the instrument.

Section 6. Treasurer. The Treasurer shall be a Director elected by the Board. The Treasurer shall be the principal accounting and financial officer of the Corporation. He or she shall (a) have charge of and be responsible for the maintenance of adequate books of account for the Corporation; (b) have charge and custody of all funds and securities of the Corporation, and be responsible therefor, and for the receipt and disbursement thereof; and (c) perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the Chief Executive Officer or by the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine.

Section 7. Secretary. The Secretary shall be a Director elected by the Board. The Secretary shall (a) record the minutes of the meetings of the Board in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-laws or as required by law; (c) be a custodian of the corporate records; (d) keep a register of the post office address of each Director and officer which shall be furnished to the secretary by such Director or officer; and (e) perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the Chief Executive Officer or by the Board.

ARTICLE VII

COMMITTEES, COMMISSIONS, TASK FORCES, AND ADVISORY BOARDS

Section 1. GENERAL. There shall be three (3) standing committees, which shall be the Executive Committee, the Finance Committee and the Audit Committee, (collectively, the "Standing Committees"). Unless otherwise specified herein, the Co-Chairs or their designee shall appoint the members of each Standing Committee. Unless otherwise provided herein, members of the Standing Committees shall primarily be members of the Board of Directors. In addition, an individual who is not a member of the Board of Directors may be appointed to non-standing committee if the individual possesses skills or experience that would further the objectives of the Advisory Committee.

In the case of each Standing Committee, a majority of the voting members of the committee shall constitute a quorum, and a majority vote of said quorum shall be sufficient for the transaction of all business. Unless otherwise provided herein, there shall be no quorum requirement for the Advisory Committees.

In addition, there shall be commissions, advisory bodies or special committees as the Co-Chairs shall appoint.

Section 2. EXECUTIVE COMMITTEE. The Co-Chairs shall appoint _____) to _____) members of the Board of Directors to an Executive Committee. The Executive Committee shall have and exercise the authority of the Board of Directors in the management of the Corporation, except for those powers and duties expressly delegated to another committee or reserved for the Board of Directors by these Bylaws or by law. The members of the Executive Committee shall serve for a period of one (1) year or until their successors are appointed.

The Executive Committee shall: (i) provide a general review of the Corporation's compensation and benefit plans to ensure they meet corporate objectives and are consistent with fair market value for compensation; (ii) recommend changes in the Corporation's compensation policies and practices for staff employees; and (iii) annually review and recommend increases, if any, in the base compensation of the Chief Executive Officer of the Corporation and incentive payments, if any, to the Chief Executive Officer.

The Executive Committee shall provide a written report to the Board of Directors concerning all of the activities and action of the Executive Committee since the last meeting of the Board of Directors.

No representative or designee may attend in place of any Executive Committee member. The Executive Committee is authorized to act on behalf of the Board and may exercise the authority of the Board, except as otherwise provided by the Board or required by the Act or other law. The Executive Committee shall advise all members of the Board on a timely basis of the actions it has taken. The Executive Committee shall review operational issues presented by the Co-Chairs and shall make recommendations to the Co-Chairs and the Board, as appropriate.

Section 3. FINANCE COMMITTEE. The Co-Chairs shall appoint a Finance Committee of _____ to _____ members, including the Treasurer. A majority of the members of the Finance Committee shall also be members of the Board of Directors. The Treasurer shall serve as Committee Chair. Pursuant to the control of the Board of Directors and Executive Committee, the Finance Committee will recommend fiscal policies including purchasing and cost control policies and procedures for the Corporation. The Finance Committee will meet no less than quarterly with the Chief Executive Officer and the chief financial officer of the Corporation (the "CFO") to review the Corporation's financial position, discussing related events and matters of policy. The Committee Chair will chair all meetings and collaborate with the CFO in establishing agenda items and setting meeting direction. The Finance Committee may report to the Executive Committee.

Section 4. AUDIT COMMITTEE. The Co-Chairs shall appoint an Audit Committee of **at least three** members of the Board of Directors, including the Committee Chair. Each member of the Audit Committee shall be independent and free from any material personal, familial, financial or employment relationship with the Corporation, other than as a member of the Board of Directors. No member of the Audit Committee shall receive directly or indirectly any compensation from the Corporation, including fees as a consultant or legal or financial advisor. No member of the Audit Committee shall be an employee of the Corporation or the Corporation's independent auditor.

All members of the Audit Committee shall have a basic understanding of finance and accounting and be able to read and understand fundamental financial statements or, develop such understanding and become able to read and understand fundamental financial statements within a reasonable period of time after appointment to the Audit Committee. At least one member of the Audit Committee shall have accounting or related financial management expertise.

The primary purpose of the Audit Committee is to assist the Corporation's Board of Directors in fulfilling its financial reporting oversight responsibilities. In order to fulfill this purpose, the Committee shall (1) monitor the quality and integrity of the Corporation's financial statements and accounting policies; (2) monitor the reliability and integrity of the Corporation's systems of internal accounting and financial controls; (3) monitor the Corporation's compliance with legal, ethical, and regulatory requirements; (4) recommend appointment or discharge of the

Corporation's independent auditors to the Executive Committee, and monitor the qualifications, independence and performance of the independent auditors.

The Audit Committee shall have the authority to conduct any investigation it deems in its sole discretion appropriate to fulfill its responsibilities and shall have direct access to the Corporation's independent auditors, the Corporation's CFO, and any other employee, Board member or Officer of the Corporation. The Audit Committee shall have the ability to retain, at the Corporation's expense, special legal, accounting or other consultants or experts it deems necessary in the performance of its duties.

The Audit Committee shall oversee the Corporation's annual independent audit, shall meet annually with the Corporation's independent auditors to review their audit report and shall report the Audit Committee's conclusions to the Executive Committee and the Board of Directors.

Section 5. Commissions, Task Forces, or Advisory Committees. Additional commissions, task forces, or advisory committees not having and exercising the authority of the Board in the Corporation may be designated or created by the Board and shall consist of such persons as the Board designates. A commission, task force, or advisory committee may or may not have Directors as members, as the Board determines. The commission, task force, or advisory committee may not act on behalf of the Corporation or bind it to any actions but may make recommendations to the Board or to the officers of the Corporation.

Section 11. Term of Office. Each member of a committee, advisory board, task force, or commission shall continue as such until the next annual meeting of the Board of the Corporation and until his or her successor is appointed, unless the committee, advisory board, task force, or commission shall be sooner terminated, or unless such member be removed from such committee, advisory board, task force, or commission by the Board, or unless such member shall cease to qualify as a member thereof.

Section 12. Chair. Each appointed committee, advisory committee, task force, or commission shall have an appointed chair or co-chairs, with the exception of the Executive Committee and the Board itself, which must have Co-Chairs elected from the business representatives of the Board.

Section 16. Prohibitions. In no event shall a committee:

- (a) Adopt a plan for the distribution of the assets of the Corporation or for dissolution;
- (b) Fill vacancies on the Board of Directors or on any committees designated by the Board of Directors;
- (c) Elect, appoint or remove any officer or Director or member of any committee, or fix the compensation of any member of a committee;
- (d) Adopt, amend or repeal the bylaws or the Articles of Incorporation of the Corporation;

- (e) Adopt a plan of merger or adopt a plan of consolidation with another corporation;
- (f) Authorize the sale, lease, exchange or mortgage of all or substantially all of the property or assets of the Corporation; or
- (g) Amend, alter, repeal or take any action inconsistent with any resolution or action of the Board of Directors when the resolution or action of the Board of Directors provides by its terms that it shall not be amended, altered or repealed by action of a committee.

ARTICLE VIII

CONFLICTS OF INTEREST

A Director may not (1) advocate for or vote on a matter under consideration by the Board (A) regarding the provision of services by such Director (or by an entity that such Director represents); or (B) that would provide direct financial benefit to such Director or the immediate family of such Director; or (2) engage in any other activity determined by the Governor, the Chief Elected Officials of Cook County and Chicago or the Board to constitute a conflict of interest as specified in the State plan, as defined in Section 112 of the WIA. It is the responsibility of each Director to immediately advise the Co-Chairs regarding any such conflict or potential conflict. If the Co-Chairs are unavailable, or if the conflict is discovered during a meeting, the Director must report the conflict to the Co-Chairs or other officer then available. Failure to report such conflict may result in removal from the Board.

Subject to the foregoing, if a transaction is fair to the Corporation at the time it is authorized, approved, or ratified, the fact that a Director of the Corporation is directly or indirectly a party to the transaction is not grounds for invalidating the transaction. In a proceeding contesting the validity of a transaction described in this Article, the person asserting validity has the burden of proving fairness unless the material facts of the transaction and the Director's interest or relationship were disclosed or known to the Board of Directors and the Board or committee authorized, approved, or ratified the transaction by the affirmative votes of a majority of disinterested Directors entitled to vote even though the disinterested Directors were less than a quorum.

The presence of a Director who is directly or indirectly a party to the transaction described in this Article or a Director who is otherwise not disinterested may be counted in determining whether a quorum is present but may not be counted when the Board of Directors or a committee then takes action on the transaction.

For purposes of this Article, a Director is "indirectly" a party to a transaction if the other party to the transaction is an entity in which the Director has a material financial interest or of which the Director is an officer, director, or general partner.

ARTICLE IX

CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 1. Contracts. The Board may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these By-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. Checks, a n d Drafts. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the treasurer and countersigned by the Chief Executive Officer of the Corporation.

Section 3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board may select.

Section 4. Gifts. The Board may accept on behalf of the Corporation any grant, contribution, gift, bequest, or devise for the general purpose or for any special purpose of the Corporation, and may give receipts therefor.

Section 5. Loans. No officer or director shall be authorized to obtain loans on behalf of the Corporation without the approval of the Board.

ARTICLE X

BOOKS AND RECORDS

The Corporation shall keep correct and complete books and records of account. It shall also keep minutes of the proceedings of its Board and committees having any of the authority of the Board and shall keep at the registered or principal office a record giving the names and addresses of the directors entitled to vote. All books and records of the Corporation may be inspected by any Director, or his or her agent or attorney, for any proper purpose at any reasonable time.

ARTICLE XI

FISCAL YEAR

The fiscal year of the Corporation shall be the fiscal year beginning July 1 of each year and ending on June 30 of the following year.

ARTICLE XII WAIVER

OF NOTICE

Whenever any notice is required to be given under the Act, the Articles of Incorporation or these By-laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute waiver of notice thereof unless the person at the meeting objects to the holding of the meeting because proper notice was not given.

ARTICLE XIII

INDEMNIFICATION

Section 1. Indemnification in Actions Other Than By or In the Right of The Corporation. The corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation, as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Any indemnification provided pursuant to this Article shall be limited to indemnification permitted by the Act, the Articles of Incorporation and any other applicable law. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

Section 2. Indemnification in Actions By or in the Right of the Corporation. The corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, provided that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Corporation, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

Section 3. Right to Payment of Expenses. To the extent that a Director, officer, employee, or agent of the Corporation has been successful, on the merits or otherwise, in the defense of any action, suit, or proceeding referred to in Sections 1 and 2 of this Article, or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Section 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Sections 1 or 2 of this Article. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding; or (b) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion.

Section 5. Payment in Advance of Final Disposition. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding, as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the director, officer, employee, or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Corporation as authorized in this Article.

Section 6. Indemnification Not Exclusive. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent, and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 7. Insurance. The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Corporation, or who is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article.

Section 8. References to Corporation. For purposes of this Article, references to "the Corporation" shall include, in addition to the surviving corporation, any merging corporation (including any corporation having merged with a merging corporation) absorbed in a merger that, if its separate existence had continued, would have had the power and authority to indemnify its directors, officers, employees, or agents, so that any person who was a director, officer, employee, or agent of such merging corporation, or was serving at the request of such merging corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall stand in the same position under the provisions of this Article with respect to the surviving corporation as such person would have with respect to such merging corporation if its separate existence had continued.

Section 9. Other References. For purposes of this Article, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee, or agent of the Corporation that imposes duties on or involves services by such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries. A person who acted in good faith and in a manner he or she reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article.

ARTICLE XIV

AMENDMENTS

The power to alter, amend, or repeal these By-laws or adopt new by-laws shall be vested in the Board. Such action may be taken by a majority of the directors in office entitled to vote. The by-laws may contain any provisions for the regulation and management of the affairs of the Corporation not inconsistent with law or the Articles of Incorporation.

ARTICLE XVI

DISSOLUTION

No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, officers or other private persons.

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, dispose of all the assets of the Corporation in furtherance of the charitable, educational, literary, and scientific purposes of the Corporation, or to such organization or organizations organized and operated exclusively for charitable, religious, educational, literary, or scientific purposes as shall at the time qualify as an exempt organization or organizations under section 501(c)(3) of the Code, or to a governmental entity or entities, as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE XVII

REPORTING

The Executive Committee, on behalf of the Corporation, shall report annually, and more often as requested or deemed necessary, to the Governor of the State of Illinois and the President of the Cook County Board of Commissioners and the Mayor of the City of Chicago as to the status of the Corporation. Such reporting shall include at least one written report each calendar year that summarizes the activities and achievements of the Corporation during the previous year and includes recommendations for future actions to be taken by the Corporation to further its mission. The Co-Chairs of the Board may make available to the public, on request, minutes of regular meetings of the Board.

EXHIBIT C

INITIAL FINANCING COMMITMENT FOR THE PARTNERSHIP

[INSERT PY 2011 ROLLOVER FUNDING DETAILS]

Exhibit B

Agreement between the Mayor, the President, and the Partnership

**AGREEMENT ON FISCAL AGENT, GRANT SUB-RECIPIENT AND ADMINISTRATIVE
ENTITY FOR LWIA 7**

This AGREEMENT ON FISCAL AGENT, GRANT SUB-RECIPIENT AND ADMINISTRATIVE ENTITY FOR LWIA 7 (this "Agreement"), dated as of _____, 2012, is made by and among the COUNTY OF COOK (the "County"), a body politic and corporate and home-rule unit of government under the Constitution and laws of the State of Illinois (the "State"), having its principal offices at 118 North Clark Street, Chicago, Illinois 60602, on behalf of the President of the County Board of Commissioners (the "Board President"), the CITY OF CHICAGO ("City"), an Illinois municipal corporation and home-rule unit of government under the Constitution and laws of the State, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602, on behalf of the Mayor of the City (the "Mayor") and the CHICAGO COOK WORKFORCE PARTNERSHIP ("The Partnership"), an Illinois not-for-profit corporation established under the laws of the State, having its principal offices at 69 West Washington Street, Chicago, Illinois 60602.

RECITALS

WHEREAS, pursuant to Section 117 of the Workforce Investment Act of 1998, Pub. L. 105-220, Aug. 7, 1998, 112 Stat. 936 as amended from time to time and the regulations issued thereunder at 20 CFR Parts 652 and 660 through 671 (collectively, the "WIA"), the chief elected officials ("CEOs") within a local workforce investment area ("LWIA") are authorized to designate a fiscal agent or a grant sub-recipient for purposes of administering WIA funds within the LWIA; and

WHEREAS, State policy encourages CEOs to enter into an agreement with any such designated fiscal agent or grant sub-recipient to set forth the responsibilities of the fiscal agent and/or grant sub-recipient; and

WHEREAS, as of July 1, 2012, a new LWIA encompassing all of Cook County and the City was established by the Governor of the State (the "Governor") under the WIA as the new reconfigured LWIA Number 7 ("LWIA 7"), replacing prior existing LWIAs 7 (for Southern and Western Cook County), 8 (for Northern Cook County) and 9 (for the City of Chicago); and

WHEREAS, the Mayor and the Board President are the CEOs under WIA with respect to LWIA 7 (the "LWIA 7 CEOs"), where the Mayor is CEO with respect to the area contained within the City and the Board President is CEO with respect to the remaining area of the County; and

WHEREAS, effective July 1, 2012, pursuant to Section 117 of WIA, the Governor has certified the new LWIB for LWIA 7 as appointed by the Mayor and the Board President (the "Chicago Cook LWIB"); and

WHEREAS, pursuant to the Intergovernmental Agreement Between the Mayor and the Board President of the County as the LWIA 7 CEOs (the "CEO IGA"), the LWIA 7 CEOs have designated The Partnership as the fiscal agent and the grant sub-recipient for LWIA 7 and determined that The Partnership shall serve as the administrative entity for LWIA 7 and the Chicago Cook WIB; and

WHEREAS, the purpose of this Agreement is to set forth the roles and responsibilities of The Partnership; and

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the sufficiency of which are hereby acknowledged, the Board President, the Mayor and The Partnership agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The above recitals are incorporated into this Agreement as if fully set forth herein.

SECTION 2. TERM

2.1 This Agreement shall commence on July 1, 2012, subject to approval of this Agreement by the Cook County Board and the Chicago City Council. This Agreement shall remain in effect until the earlier of (1) the termination of the WIA, (2) the dissolution of LWIA 7 or (3) termination by any party in accordance with Section [] of this Agreement; provided, that, if any of (1)-(3) of this Section 2.1 shall occur, the parties agree to cooperate in the winding up of all issues related to LWIA 7.

2.2 The parties agree that this Agreement is contingent upon the approval by the Governor and the Illinois Workforce Investment Board and the U.S. Department of Labor (the "DOL") of the establishment of LWIA 7 and certification of the Chicago Cook WIB as the new LWIB for LWIA 7 and upon the approval by the County Board and City Council of the terms of this Agreement. If any of the required approvals are not received, this Agreement shall be of no force or effect.

SECTION 3. DESIGNATION OF FISCAL AGENT, GRANT SUB-RECIPIENT AND ADMINISTRATIVE ENTITY; RETENTION OF LIABILITY.

3.1 Under the authority granted by the WIA and pursuant to the CEO Agreement, the LWIA 7 CEOs designate The Partnership as the fiscal agent and the grant sub-recipient for LWIA 7 to act on their behalf pursuant to the WIA. This designation shall remain in full force and effect until the LWIA 7 CEOs agree to change such designation pursuant to Section [] of this Agreement or this Agreement or the CEO IGA are otherwise terminated in accordance with their respective terms. The parties, and in particular the LWIA 7 CEOs, understand and acknowledge that this designation does not relieve the LWIA 7 CEOs of their ultimate financial liability to the State for any misspent WIA funds or disallowed costs under WIA with respect to each LWIA 7 CEO's respective area and that the respective liability of the LWIA 7 CEOs for misspent funds or disallowed costs under WIA shall be governed by the CEO IGA. The Partnership agrees that it shall enter into all necessary agreements with the State with respect to such funding and that all such grant provisions will be binding on The Partnership.

3.2 The LWIA 7 CEOs further have determined that The Partnership shall be the administrative entity for LWIA 7 and shall serve as the administrative agent for the Chicago Cook WIB, providing all necessary staffing and administrative support to the Chicago Cook WIB. The Partnership shall serve in such capacities at the pleasure of the LWIA 7 CEOs or until this Agreement or the CEO IGA are otherwise terminated in accordance with their respective terms.

3.3 Notwithstanding the foregoing Section 3.1 of this Agreement, The Partnership shall be liable for all improperly spent funds or disallowed costs under WIA made as of the effective date of this Agreement and for so long as it serves as the fiscal agent or grant sub-recipient under the WIA or for receives funding as the administrative entity for the Chicago Cook WIB and LWIA 7. This includes disallowed costs resulting from The Partnership's failure to

apply or properly interpret WIA requirements, negligence of The Partnership, and The Partnership's failure to follow accepted standards of financial management or other failures to safeguard WIA funds on behalf of the LWIA 7 CEOs. The Partnership shall include in all agreements or contracts with service providers (i.e. delegate agencies) provisions that require the service provider to be liable for improperly spent funds and disallowed costs resulting from the service provider's failure to apply or properly interpret WIA requirements, the service provider's negligence, the service provider's failure to follow accepted standards of financial management or other failures by the service provider to safeguard WIA funds on behalf of the LWIA 7 CEOs.

3.4 The Partnership shall maintain insurance covering improperly spent funds, disallowed costs or other amounts for which the City and County may be held liable or other losses or liabilities incurred by the Partnership as set forth in Exhibit E hereto. Further, The Partnership shall include in all agreements or contracts with service providers (i.e. delegate agencies) provisions that require the service provider to maintain insurance as set forth in Exhibit F hereto .

3.5 In the event of any improperly spent funds, disallowed costs or other amounts for which the City or County may be held liable, The Partnership is obligated to reimburse the LWIA 7 CEOs for all such funds, costs or expenditures and The Partnership must repay these costs with non-Federal sources of funds. The LWIA 7 CEOs understand and expect that The Partnership will seek reimbursement from the service provider or other contractors (i.e. delegate agencies) by whom such funds, costs or expenditures were made and The Partnership shall assure that any such reimbursement from a service provider or contractor will be paid from non-Federal sources of funds.

3.6 As more fully set forth in Exhibit D, 9. Indemnification, The Partnership hereby agrees to indemnify, defend and hold harmless the City and the County and each of the LWIA 7 CEOs for any and all claims arising out of or related to the use of WIA funds or any disallowed costs under the WIA or other such claims related to the responsibilities of The Partnership under the WIA or this Agreement.

3.7 Notwithstanding anything herein to the contrary, the parties acknowledge that The Partnership will not provide direct services under the WIA without the express agreement of both the Board President and the Mayor; rather, The Partnership will administer the WIA One-Stop System and will engage third-party vendors (i.e. delegate agencies) to provide direct services under the WIA.

3.8 The obligations set forth in this Sections 3.3, 3.4, 3.5 and 3.6 of this Agreement shall survive this Agreement and any termination hereof.

SECTION 4. CERTAIN RIGHTS OF LWIA 7 CEOS

4.1 Each of the LWIA 7 CEOs shall have authority to appoint certain members of The Partnership's Board of Directors in accordance with the Bylaws of The Partnership attached hereto as Exhibit A (the "Partnership Bylaws").

4.2 The LWIA 7 CEOs shall have sole authority to jointly appoint, or terminate, The Partnership's Chief Executive Officer pursuant to Section 7.7 of this Agreement.

4.3 The parties agree that The Partnership Bylaws shall not be amended without the prior written consent of the Mayor and the Board President, and such requirements shall be set forth in the Partnership Bylaws.

SECTION 5. INITIAL AND OTHER FUNDING OF THE PARTNERSHIP.

5.1 The LWIA 7 CEOs agree that they will provide initial funding to The Partnership from carryover WIA funds available from WIA program year 2011 as set forth in Exhibit B hereto.

5.2 The parties further understand and agree that any additional initial funding needed by The Partnership shall be secured independently by The Partnership.

5.3 The Partnership is encouraged to and agrees to seek other sources of funding for its operations from other public and private sources.

SECTION 6. ADDITIONAL AUTHORITY AND RESPONSIBILITIES OF AGENT-RECIPIENT; ACCEPTANCE OF WIA FUNDS; NO PROFIT

6.1 The LWIA 7 CEOs hereby delegate to The Partnership the power and responsibility to enter into contracts, subcontracts, and other agreements, to receive, expend, and distribute funds, to develop and evaluate procedures for financial management, and to hire, organize, and train the staff needed to carry out their responsibilities.

6.2 The Partnership hereby agrees to accept on behalf of the LWIA 7 CEOs all grant funds associated with Title I of the WIA from the State, including funds available under the Trade Adjustment Act (the "TAA"), and to enter into any and all agreements or other documents or certifications required by the State for receipt of such funds.

6.3 The Partnership agrees to disburse WIA funds for allowable workforce investment activities on behalf of the LWIA 7 CEOs at the direction of the Chicago Cook LWIB, as required by the WIA, provided that the purpose for the disbursement is allowable, authorized and documented.

6.4 The Partnership acknowledges that no provision for profit is allowed and that any excess of revenue over its costs must be counted as "program income," and spent in compliance with WIA program income requirements. The Partnership further acknowledges that interest earned on funds received under WIA Title I must also be included in program income.

6.5 The Partnership shall serve as the administrative entity for LWIA 7 and the administrative agent for the Chicago Cook WIB and in such role shall provide all required staffing and other support for the full operations of the Chicago Cook WIB.

SECTION 7. PERFORMANCE METRICS FOR THE PARTNERSHIP

7.1 The Partnership shall achieve performance outcomes equal to or better than the annual targets in 12 key categories for each of the City and the remaining area of the County as set forth in Exhibit C to this Agreement (referred to herein as the "City Targets" and the "County Targets"). In order to facilitate computation of performance, The Partnership shall track each

recipient of workforce services by home address and report on each of the required performance measures for each of the City and the remaining area of the County based on such recipients' zip code. These reporting requirements are in addition to any reporting requirements that the Partnership is required to make to the Illinois Department of Commerce and Economic Opportunity ("DCEO"), which reporting is done on a post-reconfiguration aggregate basis for all of LWIA 7.

- 7.2 The City Targets and County Targets will be adjusted annually as follows:
- (a) By **August 31** of each year, The Partnership will assemble the data necessary to calculate the prior year's performance based on the service recipient's zip code on the date that the service recipient received services provided pursuant to the WIA.
 - (b) By **September 15** of each year, The Partnership shall send to both the City and the County (i) performance outcomes for the prior program year and (ii) proposed new City Targets and County Targets for the current program year. The new targets will be the average of actual performance outcome in the respective territory for the three prior program years. Notwithstanding the foregoing, new County Targets will be calculated as indicated below:

Program year	County Target
7/1/13-6/30/14	The average of (i) County Target (7/1/12-6/30/13) and (ii) actual performance outcome for 7/1/12-6/30/13.
7/1/14-6/30/15	Average of (i) County Target (7/1/12-6/30/13), (ii) actual performance outcome for 7/1/12-6/30/13 and (iii) actual performance outcome for 7/1/14-6/30/15.
7/1/15-6/30/16 and subsequent program years	Average of actual performance outcome for the three prior program years.

7.3 If either the County or the City objects to the proposed new City Target or County Target, then such party shall notify the other parties (including The Partnership) in writing by no later than **October 15** of each year, stating the specific reasons for the objection. The parties shall use their good faith efforts to reach agreement on a new City Target or County Target, as applicable.

7.4 If there is a decline in the majority of performance measures for either of the City Target or the County Target, as applicable, or there is a decline of 10% or more any individual performance measure for either the City or the County, as applicable, it shall constitute a "Standard Triggering Event."

7.5 If there is a decline in 10 or more performance measures from the City Target or the County Target, as applicable, or there is a decline of 20% or more in any individual performance measure, it shall constitute a "Major Triggering Event".

7.6 If either the City or the County sees such a decline in its respective territory, which shall be the area of the City for the City and the remaining County area for the county, the party in whose territory either a Standard Triggering Event or a Major Triggering Event, as applicable, has occurred shall be referred to as the "Initiating Party."

7.7 If a Standard Triggering Event occurs with respect to either the City or the County, then the Initiating Party may, at the sole option of that party, and with the cooperation of the other party, may initiate any of the following:

- (a) Request that The Partnership prepare plan to cure the applicable performance measure failure and present such plan to the City and the County within sixty (60) days of publication of the required performance outcome report. Such cure plan shall identify the performance measure failure(s), the cause(s) for any performance measure failure(s) and a clear turnaround plan, including deadlines, for correction of the applicable performance measure failures.
- (b) The Initiating Party may remove any of the members of The Partnership's Board of Directors that were originally appointed by the Initiating Party and appoint new members thereto, all in accordance with the Partnership Bylaws.
- (c) The Initiating Party may replace The Partnership Chief Executive Officer; *provided, that* the City and the County must agree on any replacement of the Chief Executive Officer and if they are unable to agree on such replacement within ninety (90) days of the Initiating Party exercising its rights as set forth in this subsection (c) of Section 7.7 of this Agreement and the Initiating Party has provided a minimum of three nominations as a replacement for each officer for which the Initiating Party has sought removal, then the Initiating Party may exercise its rights pursuant to Section 7.8.

7.8 If a Major Triggering Event occurs with respect to either the City or the County, or if a Standard Triggering Event occurs for the second consecutive year for the City or the County, then the Initiating Party may, at the sole option of that party, and with the cooperation of the other parties, initiate any of the remedies set forth in Sections 7.7(a)-(c) of this Agreement or any of the following:

- (a) Inform DCEO that the LWIA 7 CEOs have decided to designate a new fiscal agent and grant sub-recipient. The parties shall use good faith efforts to develop a services transition plan so as to minimize disruptions of service delivery throughout LWIA 7, and to cooperate in the implementation of such plan. If the parties are unable to agree on a transition plan, or fail to implement the plan, then the Initiating Party may pursue the remedy set forth in Section 7.8(b) below.
- (b) The Initiating Party may seek automatic designation from the Governor for an independent LWIA for the City or the remainder County, as applicable, under the WIA effective as of July 1 immediately after exercising this remedy, it being understood that upon seeking such designation, the non-initiating party shall work with the Initiating Party to develop a transition plan that minimizes service disruptions and all parties would be required to cooperate fully in implementing such transition plan

SECTION 8. REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE PARTNERSHIP

The Partnership hereby represents, covenants and warrants to the LWIA 7 CEOs as follows:

8.1 The Partnership shall comply with applicable Federal and State law, regulation and policy established for WIA programs.

8.2 The Partnership shall comply with relevant circulars issued by the United States Office of Management and Budget applicable to WIA, which include, but are not limited to:

- (a) The uniform administrative requirements of OMB Circular A-110, including the standards for financial management systems; and
- (b) Cost principles as defined in OMB Circular A-21.

8.3 The Partnership shall identify and acquire an accounting system that will meet all the fund accounting and reporting requirements for WIA grant programs.

8.4 The Partnership shall employ and train a sufficient number of qualified staff necessary to fulfill the duties of Agent-Recipient, subject to the limitations of the Annual Budget.

8.5 The Partnership shall identify and train an Illinois Workforce Development System ("IWDS") administrator who will administer the participant data management and reporting system.

8.6 The Partnership shall periodically review on at least an annual basis its operational policies and make recommendations to the LWIA 7 CEOs for the purpose of streamlining or improving administration of WIA programs.

8.7 The Partnership shall establish and manage an appropriate system for the award and administration of WIA grants and contracts, including monitoring of grants and contracts.

8.8 The Partnership shall enter into written grant agreements or contracts only as needed and when clear goals and obligations are established.

8.9 The Partnership shall monitor the implementation of all grants and contracts, and fulfill the requirement under WIA the LWIA 7 conduct program and financial monitoring not less frequently than annually.

8.10 The Partnership shall take prompt and appropriate corrective action upon becoming aware of any evidence of a violation of the WIA or State rules or policies related to WIA.

8.11 The Partnership shall closely monitor all grant funds to ensure they are used to the maximum amount allowed under WIA and to avoid any loss of funds allocated to LWIA 7.

8.12 The Partnership shall develop all required procedures for program planning, evaluation, and quality improvement systems on behalf of the LWIA 7 CEOs.

8.13 The Partnership shall develop a property control system that meets all Federal and State requirements and that provides for a full accounting of all property and equipment purchased with WIA funds.

8.14 The Partnership shall remain an honest broker for service planning and resource allocation and its decisions shall be transparent and made in the best interest of workforce participants, employers and the overall service delivery system within LWIA 7.

8.15 The Partnership shall assure continuity in participant services during the initial period of transition to its responsibilities as the grant sub-recipient and fiscal agent under the WIA for the newly reconfigured LWIA 7.

8.16 The Partnership shall not exclude any participant from program participation, deny any participant benefits, subject any participant to discrimination, or deny employment to any participant because of her or his actual or perceived race, color, religion, sex, sexual orientation, marital status, national origin, age, disability, or political affiliation or belief. Furthermore, the Partnership shall contractually require its service providers (i.e. delegate agencies) to comply with this Section 8.16.

8.17 The Partnership shall organize and execute its grant sub-recipient and fiscal agent responsibilities to assure the fair and equitable allocation of grant funds throughout all of LWIA 7. Planning and resource allocation decisions shall be based on current labor market information, the number unemployed, the population of the various counties, and number of plant closings and mass layoffs, and the unique needs of the communities throughout the LWIA 7. The Partnership will make these determinations transparently and keep the LWIA 7 CEOs and the Chicago Cook WIB informed about these planning and resource allocation decisions.

8.18 The Partnership shall provide the information set forth in this Section each month to each of the LWIA 7 CEOs and the Chicago Cook WIB and shall meet with the LWIA 7 CEOs and the Chicago Cook WIB on a regular basis to review these reports and address any questions or concerns, which meetings shall be held not less frequently than bi-monthly:

- (a) Reports and other documents that summarize the current financial conditions of all WIA grants awarded to LWIA 7, including income, expenditures, fund balances, comparison to the Annual Budget and other financial metrics that the LWIA 7 CEOs and the Chicago Cook WIB may identify in conjunction with the execution of The Partnership's responsibilities under this Agreement.
- (b) Reports and other documents that summarize current program performance in LWIA 7 against the negotiated performance standards required under the WIA, including whether LWIA 7 is meeting, exceeding or failing to meet each performance standard.
- (c) Reports and documents that summarize known compliance issues or concerns along with an explanation of any out-of-compliance notices received for any program for which the LWIA 7 CEOs or the Chicago Cook WIB retain ultimate responsibility.

8.19 (a) The Partnership shall maintain independent finance and administration operation for the services provided under this Agreement.

- (b) Reports and documents that summarize known compliance issues or concerns along with an explanation of any out-of-compliance notices received for any program for which the LWIA 7 CEOs or the Chicago Cook WIB retain ultimate responsibility.
- (c) The Partnership will adopt, promulgate, maintain and enforce policy prohibiting its employees from describing or holding themselves out as employees of the City or the County.
- (d) None of the County, The Partnership nor the City may directly supervise or directly manage any employee of any other party to this Agreement.
- (e) None of the County, The Partnership nor the City may participate in the hiring, discharge, promotional or disciplinary procedures of any other party to this Agreement, with these exceptions: in any disciplinary proceeding, as an eyewitness to the conduct that is subject of the disciplinary proceeding; and as commentator on work performed/submitted by The Partnership's employees, to assist the other party in evaluation of the work.

8.20 The 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 State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

- (b) The Partnership is aware that City policy prohibits City employees from directing any individual to apply for a position with the Partnership, either as an employee or as a subcontractor, and from directing the Partnership to hire an individual as an employee or as a subcontractor. Accordingly, the Partnership must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by the Partnership under this Agreement are employees or subcontractors of the Partnership, not employees of the City. 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 the City and any personnel provided by the Partnership.
- (c) In the event of any communication to the Partnership by a City employee or City official in violation of Section 8.20(b), or advocating a violation of Section 9(a) below, The Partnership will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the Mayor.

8.21 Additional Requirements. The Partnership hereby agrees to comply with all of the additional covenants set forth in Exhibit D to this Agreement.

8.22 General. The Partnership represents, warrants and covenants to the County and the City, as of the date of this Agreement, and throughout the term of this Agreement, that:

- (b) The Partnership is an Illinois not-for-profit corporation, in good standing under the laws of the State.
- (c) The Partnership has authority to execute and deliver this Agreement and to perform its obligations hereunder, and such execution, delivery and performance have been duly authorized by resolution of its Board of Directors approved on _____, 2012.
- (d) The Partnership's execution, delivery and performance of its obligations under this Agreement does not conflict with any agreement or instrument by which The Partnerships bound and the practical effect of which would be to materially and adversely impair The Partnership's ability to perform its obligations hereunder.

8.23 Survival of Covenants. All warranties, representations, covenants and agreements of The Partnership contained in this Agreement shall be true, accurate and complete as of the date hereof, shall survive the execution, delivery and acceptance hereof by the parties hereto and shall be in effect throughout the term of the Agreement.

SECTION 9. ADDITIONAL RESPONSIBILITIES OF THE PARTNERSHIP.

- (a) The Partnership will not condition, base, or knowingly prejudice or affect any term or aspect of 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.
- (b) The parties understand and agree that the responsibilities and covenants set forth in this Agreement are not comprehensive nor are they intended to be; rather, this Agreement establishes a baseline set of expectations, responsibilities and covenants for The Partnership in its roles as set forth in this Agreement.

SECTION 10. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE CITY

10.1 General. The City represents, warrants and covenants to the County and The Partnership, as of the date of this Agreement, and throughout the Term of this Agreement, that:

- (a) The City is an Illinois municipal corporation and home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois.
- (b) The City has authority to execute and deliver this Agreement and to perform its obligations hereunder, and such execution, delivery and performance have been duly authorized by the City Council of the City by ordinance adopted _____, 2012.

- (c) The City's execution, delivery and performance of its obligations under this Agreement does not conflict with any agreement or instrument by which the City is bound and the practical effect of which would be to materially and adversely impair the City's ability to perform its obligations hereunder.
- (d) It shall not, without the prior written consent of the County, which consent shall be in the County's sole discretion, directly or indirectly transfer or assign its rights under this Agreement.

10.2 Survival of Covenants. All warranties, representations, covenants and agreements of the City contained in this Agreement shall be true, accurate and complete as of the date hereof, shall survive the execution, delivery and acceptance hereof by the parties hereto and shall be in effect throughout the term of the Agreement.

SECTION 11. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE COUNTY

11.1 General. The County represents, warrants and covenants to the City and The Partnership, as of the date of this Agreement, and throughout the term of this Agreement, that:

- (a) It is a body politic and corporate under Illinois constitutional or statutory law, as applicable.
- (b) It has authority to execute and deliver this Agreement and to perform its obligations hereunder, and such execution, delivery and performance have been duly authorized by the Cook County Board of Commissioners by resolution adopted _____, 2012.
- (c) Its execution, delivery and performance of its obligations under this Agreement does not conflict with any agreement or instrument by which it is bound and the practical effect of which would be to materially and adversely impair its ability to perform its obligations hereunder.
- (d) It shall not, without the prior written consent of the City, which consent shall be in the City's sole discretion, directly or indirectly transfer or assign its rights under this Agreement.

11.2 Survival of Covenants. All warranties, representations, covenants and agreements of the County contained in this Agreement shall be true, accurate and complete as of the date hereof, shall survive the execution, delivery and acceptance hereof by the parties hereto and shall be in effect throughout the term of the Agreement.

SECTION 12. DEFAULT AND REMEDIES

12.1 Cap on Disallowed Costs and Liabilities. If the amount of disallowed costs or other liabilities are charged to the City or the County, collectively, exceeds \$500,000.00 in any single program year or \$750,000 cumulatively over any three consecutive program years after the effective date of this Agreement, each of the City and the County shall have the right to initiate any of the remedies set forth in Sections 7.7 and 7.8 of this Agreement.

12.2 Events of Default. The failure of a party to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations required to be performed by it under this Agreement which is not cured within the cure period provided in Section 13.3 of this Agreement, shall constitute an "Event of Default" by The Partnership, the City or the County as applicable (the "Defaulting Party").

- (a) the failure of the Defaulting Party to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations required to be performed by it under this Agreement; or
- (b) the making or furnishing by a Defaulting Party of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement that is untrue or misleading in any material respect.

12.3 Curative Period. Upon the occurrence of an event described in Section 12.2, an Event of Default shall not be deemed to have occurred unless the Defaulting Party shall have failed to perform the defaulted obligation within thirty (30) days of its receipt of a written notice from the non-defaulting party specifying the default. Notwithstanding the foregoing, with respect to defaulted obligations which are not capable of being cured within such thirty (30) day period, a Defaulting Party shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

12.4 Remedies. Upon the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement and all related agreements. In addition, if the City is the non-defaulting party, the City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy provided for hereunder or at law or in equity not otherwise expressly limited or precluded in this Agreement, including, without limitation, injunctive relief, and specific performance of the agreements contained herein, provided, however, that in no event shall either non-defaulting party's monetary damages ever exceed the actual costs and expenses incurred by such non-defaulting party in performing its obligations under this Agreement. Furthermore, in no instance shall either party be liable for punitive, special, exemplary, consequential, speculative or similar damages.

SECTION 13. NOTICE

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

If to the City:

City of Chicago
121 North LaSalle Street, Room
Chicago, Illinois 60602
Attention: Mayor
Facsimile: (312) 744-

With copies to:

City of Chicago Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Corporation Counsel

Facsimile: (312) 742-

If to the County: Cook County
118 North Clark Street, Room 567
Chicago, Illinois 60602
Attention: President
Facsimile: (312) 603-6999

With copies to: Cook County
118 North Clark Street, Room
Chicago, Illinois 60602
Attention: General Counsel
Facsimile: (312) 603-9632

With copies to: Cook County State's Attorney
50 W. Washington, 5th Floor
Chicago, Illinois 60602
Attention: Chief, Civil Actions Bureau
Facsimile: (312) 603-5735

If to The Partnership: Chicago Cook Workforce Partnership
69 West Randolph, Suite 2860
Chicago, Illinois 60602
Attention: Chief Executive Officer]
Facsimile: 312-603-9962

With copies to: [redacted]
[redacted]
[redacted]
Attention: [redacted]
Facsimile: [redacted]

Such addresses may be changed by notice to the other Parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 14. MISCELLANEOUS

14.1 Compliance with WIA. Notwithstanding anything herein to the contrary, this Agreement is subject to the requirements of WIA, any State policy related to the WIA and the workforce system, any DOL policy related to the WIA and the workforce system and any other applicable federal, state and local laws, rules, regulations and policies applicable to implementation of WIA or the workforce system (the "WIA Laws"), and in the event of any conflict between this Agreement and the WIA Laws, the WIA Laws shall prevail and control.

14.2 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the City ordinance or County ordinance approving this Agreement, such ordinances, as applicable, shall prevail and control, and if there is any conflict between such City ordinance or County ordinance and the WIA LAWS, the WIA Laws shall prevail and control.

14.3 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto. The Partnership, the City and the County shall have the authority to amend this Agreement, except that any amendment that would obligate the City or the County to provide any additional funds shall require the approval of the City Council and the County Board.

14.4 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

14.5 Limitation of Liability. No member, official or employee of The Partnership, the City or the County shall be personally liable to the other or any successor in interest in the event of any default or breach by either or for any amount which may become due to or from such party or any successor in interest or on any obligation under the terms of this Agreement.

14.6 Further Assurances. The Partnership, the City and the County each agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

14.7 Waiver. Waiver by The Partnership, the City or the County with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by The Partnership, the City or the County in writing.

14.8 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

14.9 Disclaimer. Nothing contained in this Agreement nor any act of The Partnership, the City or the County shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving The Partnership, the City or the County.

14.10 Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

14.11 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

14.12 Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this

Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

14.13 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

14.14 Approval. Wherever this Agreement provides for the approval or consent of The Partnership, the City or the County, unless specifically stated to the contrary, such approval or consent shall be made, given or determined by such designated representative shall be in writing and in the reasonable discretion thereof.

14.15 Assignment. None of the parties may sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the prior written consent of the other party, which consent shall be in the other party's sole discretion.

14.16 Binding Effect. This Agreement shall be binding upon The Partnership, the City and the County, and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of The Partnership, the City and the County and their respective successors and permitted assigns (as provided herein).

14.17 Force Majeure. None of The Partnership, the City or the County shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, terrorist activity, declaration of emergency by government authorities, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones which in fact interferes with the ability of such party to discharge its obligations hereunder. The party relying on this Section 14.17 with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other party to this Agreement and may only rely on this Section 14.17 with respect to any such delay to the extent of the actual number of days of delay effected by any such events described above.

14.18 Exhibits. All of the exhibits attached hereto are incorporated herein by reference.

14.19 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois, or the United States District Court for the Northern District of Illinois.

[Signatures Appear On Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government

By: _____
Rahm Emanuel, Mayor

COUNTY OF COOK, a body politic and corporate and home rule unit of government

By: _____
Toni Preckwinkle, President
Cook County Board of
Commissioners

Attest: _____
David Orr
County Clerk

CHICAGO COOK WORKFORCE PARTNERSHIP, an Illinois not-for-profit corporation

By: _____
[_____] , Chair, Board of
Directors

EXHIBIT A

BYLAWS OF THE CHICAGO COOK WORKFORCE PARTNERSHIP

[SEE EXHIBIT B TO AGREEMENT BETWEEN THE MAYOR AND THE PRESIDENT]

EXHIBIT B

INITIAL FINANCING COMMITMENT FOR THE PARTNERSHIP

[INSERT PY 2011 ROLLOVER FUNDING DETAILS]

EXHIBIT C

PERFORMANCE MEASURES

Measure	Definition	City Target (7/1/12-6/30/13)	County Target (7/1/12-6/30/13)
Adult Entered Employment Rate	The percent of total people who exited the program who are working during the first quarter after exit.	70%	70%
Adult Employment Retention	The percent of people who entered employment that retain employment in the second and third quarter after exit.	76%	79%
Adult Average Earnings	The average 2nd and 3rd quarter (6 months) earnings among people who retained employment	\$11,650	\$12,000
Total Adults Entered Employment Per \$1,000,000 in WIA Funding	The total number of people who exited the program who are working during the first quarter after exit per \$1,000,000 in total WIA funding assigned in that territory	_____	_____

[Remainder of page intentionally left blank.]

WIA Dislocated Worker Performance Measures

Measure	Definition	City Target (7/1/12-6/30/13)	County Target (7/1/12-6/30/13)
Dislocated Entered Employment Rate	The percent of total people who exited the program who are working during the first quarter after exit.	78%	82%
Dislocated Employment Retention	The percent of people who entered employment that retain employment in the second and third quarter after exit.	82.5%	86%
Dislocated Average Earnings	The average 2nd and 3rd quarter (6 months) earnings among people who retained employment	\$16,000	\$17,000
Total Dislocated Entered Employment Per \$1,000,000 in WIA Funding	The total number of people who exited the program who are working during the first quarter after exit per \$1,000,000 in total WIA funding assigned in that territory	_____	_____

[Remainder of page intentionally left blank.]

WIA Youth Performance Measures

Measure	Definition	City Target (7/1/12-6/30/13)	County Target (7/1/12-6/30/13)
Youth Attained a Degree or Credential	The percent of youth exiters enrolled in an academic program who earned a diploma, GED or certificate by the 3rd quarter after exit	68%	67%
Youth Placed in Employment/Education	The percent of youth exiters who are employed or enrolled in post secondary education by the first quarter after exit	72%	70%
Youth Literacy and Numeracy Gains	The percent of basic skills deficient youth who increase one educational grade level within a year	57%	55%
Total Youth Positive Exits Per \$1,000,000 in WIA Funding	The total number of youth who exited the program in any one of the three positive exits outlined above per \$1,000,000 in total WIA funding assigned in that territory	_____	_____

EXHIBIT D

SUPPLEMENTAL REQUIREMENTS

1. **Compliance with All Laws Generally.** The Partnership must (a) observe and comply with all applicable laws, ordinances, rules, policies, procedures, executive orders and regulations of the federal, state, County and City government, which may in any manner affect the performance of this Agreement (the "**Legal Requirements**"), including but not limited to those specifically referenced herein, all of which will be deemed to be included in this Agreement the same as though written herein in full, and (b) pay when due all governmental charges and (c) obtain all required licenses, certificates and other authorizations. If The Partnership provides any services under this Agreement to children The Partnership shall, at The Partnership's own cost and expense, comply with all applicable Legal Requirements, if any, relating to background checks, fingerprinting and screening procedures, and The Partnership will not permit any adult, whether a member of The Partnership's staff or otherwise, to be involved with the services or to have direct contact with children if the applicable Legal Requirements, if any, would prohibit such adult from having such involvement or contact.

Except where expressly required by Legal Requirements, the City and County shall not be responsible for monitoring The Partnership's compliance. Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

2. **Inspector General.** It is The Partnership's duty and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City or County contract or program, and all of The Partnership's officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant: (a) to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 (*Office of Inspector General*) of the Municipal Code of Chicago, as amended (the "**Municipal Code**"), (b) to cooperate with the Office of the Independent Inspector General in any investigation undertaken pursuant to Chapter 2, Article IV, Division V, *Inspector General*, of the Code of Ordinances of Cook County, as amended (the "**County Code**"), and (c) to cooperate with the Legislative Inspector General in any investigation undertaken pursuant to Chapter 2-55 (*Office of Legislative Inspector General*) of the Municipal Code. The Partnership represent that The Partnership understands and will abide by all provisions set for the in (a) and (b) above and that The Partnership will inform subcontractors of this provision and require their compliance.

3. **Compliance with Environmental and Safety Laws.** The Partnership shall be subject to, obey and adhere to any and all federal, state County and City laws, statutes, ordinances, codes, rules, regulations and executive orders relating to public health and safety and the environment as are now or may be in effect during the term of this Agreement which may be applicable to The Partnership, including but not limited to the following Sections of the Municipal Code, whether or not in the performance of this Agreement:

7-28-390	Dumping on public way – Violation – Penalty
7-28-440	Dumping on real estate without permit – Nuisance – Violation – Penalty – Recovery of costs
11-4-1410	Disposal in waters prohibited
11-4-1420	Ballast tank, bilge tank or other discharge
11-4-1450	Gas manufacturing residue
11-4-1500	Treatment and disposal of solid or liquid waste
11-4-1530	Compliance with rules and regulations required
11-4-1550	Operational requirements
11-4-1560	Screening requirements.

4. Economic Disclosure Statement and Affidavit. The Partnership will use the City's online submission process to provide the City with a correctly completed Economic Disclosure Statement and Affidavit ("EDS"), which is incorporated by reference, and further will provide any other affidavits or certifications as may be required by federal, state or local law in the award of public contracts, all of which affidavits and certifications are incorporated by reference. The Partnership will cause its subcontractors or, if a partnership or joint venture, all members of the partnership or joint venture, to submit all required affidavits to the City. Notwithstanding acceptance by the City of the EDS, failure of the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. The Partnership and any other parties required by this paragraph to complete an EDS must promptly update their EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate, including changes in ownership, and changes in disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 (*Qualifications Relating to City Business or City Benefits*) of the Municipal Code, as such is required under Sec. 2-154-020 (*Information to be kept current*), and failure to promptly provide the updated EDS(s) to the City will constitute an event of default under this Agreement.

The Partnership certifies, as further evidenced in the EDS, by its acceptance of this Agreement that neither The Partnership nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. The Partnership further agree by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If The Partnership or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

5. Ineligibility and voluntary exclusion. To the best of The Partnership's knowledge and belief, it, its principals and key project personnel: (a) are not presently declared ineligible or voluntarily excluded from contracting with any Federal or State department or agency; (b) have not within a three-year period preceding this Agreement been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of Federal or State antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property; and (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in subparagraph (b) of this certification. Any request for an exception to the provisions of this paragraph must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction.

6. Warranties and Representations The Partnership acknowledges, represents, warrants and covenants, as of the date of this Agreement and throughout the term of this Agreement, that:

(a) no officer, agent or employee of the City is employed by The Partnership or has a financial interest directly or indirectly in this Agreement, except as may be permitted in writing by the City's Board of Ethics; that no payment, gratuity or offer of employment will be made by or on behalf of any subcontractors of any tier, as an inducement for the award of a subcontract or order; The Partnership acknowledge that any agreement entered into, negotiated or performed in violation of any of the provisions of City's Ethics Ordinance, Municipal Code § 2-156 et seq., is voidable by the City; in accordance with 41 U.S.C. § 22, The Partnership must not admit any member of or delegate to the United States Congress to any share or part of the Services or the Agreement, or any benefit derived therefrom;

(b) any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination of this Agreement; and

(c) neither The Partnership nor any Affiliate 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 the City or County 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.

7. Non-Liability of Public Officials. The Partnership and any of its assignees or subcontractors must not charge any official, employee or agent of the City or County personally with any liability or expenses of defense or hold any official, employee or agent of the City or County personally liable to them under any term or provision of this Agreement or because of the City's or County's execution, attempted execution or any breach of this Agreement.

8. Excluded Provider Warranty and Indemnity. The Partnership hereby represents and warrants that it and its employees and agents are not now and at no time have been excluded from participation in any federally funded health care program, including Medicare and Medicaid. This is an ongoing obligation of The Partnership to ensure that it is not employing or contracting with individuals that have been sanctioned by the U.S. Department of Health and Human Services Office of Inspector General ("**OIG**") or barred from federal procurement programs. The Partnership shall check the OIG's cumulative sanctions reports and General Series Administration website on a monthly basis. The Partnership hereby agrees to immediately notify the City and County of any threatened, proposed, or actual exclusion from any such program of The Partnership's or any such program of any of its employees or agents. In the event that The Partnership or any of its employees or agents performing Services hereunder are excluded from participation in any federally funded health care program during the term of this Agreement, or at any time after the effective date of this Agreement, The Partnership shall be deemed to be in breach of this section and this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. The Partnership shall indemnify and hold harmless the City and County against all actions, claims, demands and liabilities, and against all loss, damage, and costs and expenses, including reasonable attorney's fees, arising directly or indirectly, out of any violation of this section or due to the exclusion of The Partnership or any of its employees and agents from a federally funded health care program, including Medicare or Medicaid.

9. Indemnification

(a) The Partnership must defend, indemnify, keep and hold harmless the City and County, their officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to: (i) injury, death or damage of or to any person or property; (ii) any infringement or violation of any property right (including any patent, trademark or copyright); (iii) The Partnership's failure to pay or perform or cause to be paid or performed its covenants and obligations as and when required under this Agreement or otherwise, including its failure to pay or perform its obligations to any subcontractor, employee, agent or vendor; (iv) the City's or County's exercise of its rights and remedies under this Agreement; and (v) injuries to or death of any employee of The Partnership or any subcontractor under any workers compensation statute.

(b) "**Losses**" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to The Partnership's breach of this Agreement or to its negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, subcontractors or licensees.

(c) At the City Corporation Counsel's or County's option, The Partnership must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City or County has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving The Partnership of any of its obligations under this Agreement. Any settlement must be made only with the prior written consent of the City Corporation Counsel or the County, if the settlement requires any action on the part of the City or County.

(d) To the extent permissible by law, The Partnership waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses,

including any claim by any employee of its that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City and County, however, do not waive any limitations it may have on their liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

EXHIBIT E

INSURANCE REQUIREMENTS

THE PARTNERSHIP

The Partnership must provide and maintain at the Partnership's own expense or cause to be provided, during the term of the Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago and the County of Cook are to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or Services.

Contractors performing work or services for the Partnership must maintain limits of not less than \$1,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

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

4) Professional Liability

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

5) Directors and Officers Liability

Directors and Officers Liability Insurance must be maintained by the Partnership in connection with this Agreement with limits of not less than \$1,000,000. Coverage must include any actual or alleged act; error or omission by directors or officers while acting in their individual or collective capacities. When policies are renewed or replaced, the policy retroactive date must coincide with precede commencement of services by the Partnership under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

6) Crime

Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by dishonesty, robbery, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected or received and in the possession of the Partnership at any given time.

7) Valuable Papers

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

8) Property

The Partnership is responsible for all loss or damage to any City of Chicago or County of Cook property at full replacement cost that results from this Agreement.

The Partnership is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by the Partnership related to this Agreement.

B. ADDITIONAL REQUIREMENTS

The Partnership must furnish (a) the City of Chicago, Comptroller's Office, Federal Funds Insurance Unit, 33 North LaSalle Street, Room 800, Chicago, IL 60602 and (b) Cook County, Department of Risk Management, 118 N. Clark St., Rm 1072, Chicago, IL 60602 original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Partnership must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City or County that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City or County to obtain certificates or other insurance evidence from the Partnership is not a waiver by the City or County of any requirements for the Partnership to obtain and maintain the specified

coverages. The Partnership must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve the Partnership of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City or County retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The Partnership must provide for 30 days prior written notice to be given to the City or County in the event coverage is substantially changed, canceled or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by the Partnership.

The Partnership hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago and the County of Cook, their employees, elected officials, agents or representatives.

The coverages and limits furnished by the Partnership in no way limit the Partnership's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago or the County of Cook will not contribute with insurance provided by the Partnership under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

The Partnership must require all subcontractors to provide the insurance herein, or the Partnership may provide the coverage for subcontractors. All subcontractors are subject to the same insurance requirements of the Partnership unless otherwise specified in this Agreement.

Notwithstanding any provisions in the Agreement to the contrary, the City of Chicago Risk Management Department and the County of Cook, Department of Risk Management maintain the right, upon mutual agreement, to modify, delete, alter or change these requirements.

EXHIBIT F

INSURANCE REQUIREMENTS

DELEGATE AGENCIES

Each Delegate Agency must provide and maintain at the Delegate Agency's own expense or cause to be provided, during the term of the Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago and the County of Cook is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or Services.

3) Automobile Liability (Primary and Umbrella)

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

4) Professional Liability

When any training/teaching professionals, counselors/case management professionals or any other professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of Services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

5) Crime

Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by dishonesty, robbery, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected or received and in the possession of Delegate Agency at any given time.

7) Valuable Papers

When any media, data, reports, records, audits and other documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained by the Delegate Agency in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

8) Property

Delegate Agency is responsible for all loss or damage to any City of Chicago or County of Cook property at full replacement cost that results from this Agreement.

Delegate Agency is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Delegate Agency related to this Agreement.

B. ADDITIONAL REQUIREMENTS

Delegate Agency must furnish the Partnership and the City of Chicago, Comptroller's Office, Federal Funds Insurance Unit, 33 North LaSalle Street, Room 800, Chicago, IL 60602 original Certificates of Insurance, or such similar evidence to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City or the County of Cook that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City or the County of Cook to obtain certificates or other insurance evidence from Delegate Agency is not a waiver by the City or the County of Cook of any requirements for the Delegate Agency to obtain and maintain the specified coverages. Delegate Agency must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Delegate Agency of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City and the County of Cook retain the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The Delegate Agency must provide for 30 days prior written notice to be given to the Partnership and the City in the event coverage is substantially changed, canceled or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Delegate Agency.

Delegate Agency hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago and the County of Cook, their employees, elected officials, agents or representatives.

The coverages and limits furnished by Delegate Agency in no way limit the Delegate Agency's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago or County of Cook shall not contribute with insurance provided by Delegate Agency under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Delegate Agency is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Delegate Agency must require all subcontractors to provide the insurance required herein, or Delegate Agency may provide the coverage for subcontractors. All subcontractors are subject to the same insurance requirements of Delegate Agency unless otherwise specified in this Agreement

Notwithstanding any provisions in the Agreement to the contrary, the City of Chicago Risk Management Department and the County of Cook, Department of Risk Management maintain the right, upon mutual agreement, to modify, delete, alter or change these requirements.

Exhibit C

Agreement between the Mayor, the President, and the Local Workforce Investment Board

AGREEMENT AMONG THE CHIEF ELECTED OFFICIALS AND THE LOCAL WORKFORCE INVESTMENT BOARD FOR LWIA 7

This AGREEMENT AMONG THE CHIEF ELECTED OFFICIALS AND THE LOCAL WORKFORCE INVESTMENT BOARD FOR LWIA 7 (this "Agreement"), dated as of _____, 2012, is made by and among the COUNTY OF COOK (the "County"), a body politic and corporate and home-rule unit of government under the Constitution and laws of the State of Illinois (the "State"), having its principal offices at 118 North Clark Street, Chicago, Illinois 60602, on behalf of the President of the County Board of Commissioners (the "Board President"), the CITY OF CHICAGO (the "City"), an Illinois municipal corporation and home-rule unit of government under the Constitution and laws of the State, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602, on behalf of the Mayor of the City (the "Mayor") and the CHICAGO COOK LOCAL WORKFORCE INVESTMENT BOARD (the "Chicago Cook WIB"), a governmental board established under the Workforce Investment Act of 1998, Pub. L. 105-220, Aug. 7, 1998, 112 Stat. 936, as amended from time to time and the regulations issued thereunder at 20 CFR Parts 652 and 660 through 671 (collectively, the "WIA").

RECITALS

WHEREAS, pursuant to the WIA, the chief elected officials ("CEOs") within a local workforce investment area ("LWIA") must establish and appoint members to a local workforce investment board ("LWIB") for the LWIA; and

WHEREAS, the WIA assigns various responsibilities to the CEOs and the LWIB, including the responsibility to cooperate on various tasks; and

WHEREAS, State policy encourages CEOs to enter into an agreement with the LWIB to identify: (i) CEO expectations of the LWIB, (ii) individual and shared responsibilities of the CEOs and the LWIB and (iii) the process for cooperation among the CEOs and the LWIB; and

WHEREAS, as of July 1, 2012, a new LWIA encompassing all of Cook County and the City was established by the Governor of the State (the "Governor") under the WIA as the new reconfigured LWIA Number 7 ("LWIA 7"), replacing prior existing LWIAs number 7 (for Southern and Western Cook County), number 8 (for Northern Cook County) and number 9 (for the City); and

WHEREAS, the Mayor and the Board President are the CEOs under WIA with respect to LWIA 7 (the "LWIA 7 CEOs"), where the Mayor is CEO with respect to the area contained within the City and the Board President is CEO with respect to the remaining area of Cook County; and

WHEREAS, effective July 1, 2012, pursuant to Section 117 of WIA, the Governor has certified the Chicago Cook WIB as the LWIB for LWIA 7; and

WHEREAS, the purpose of this Agreement is to set forth the roles and responsibilities of the Chicago Cook WIB and the CEOs; and

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the sufficiency of which are hereby acknowledged, the Board President, the Mayor and the Chicago Cook WIB agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The above recitals are incorporated into this Agreement as if fully set forth herein.

SECTION 2. TERM

This Agreement shall commence on the date of execution by authorized party representatives after required approval is obtained from the Cook County Board and the Chicago City Council. The parties agree to evaluate this Agreement annually to determine whether such Agreement shall be supplemented, amended or terminated.

SECTION 3. PURPOSE

The LWIA 7 CEOs and the Chicago Cook WIB share a common interest in assuring that workforce development decisions will be made transparently and within the best interests of employers and jobseekers throughout LWIA 7 and the purpose of this Agreement is to facilitate such common interest by setting forth certain roles and responsibilities of the LWIA 7 CEOs and the Chicago Cook WIB under the WIA.

SECTION 4. RESPONSIBILITIES UNDER WIA VESTED EXCLUSIVELY IN LWIA 7 CEOs

4.1 The LWIA 7 CEOs have sole authority and responsibility related to various workforce areas under the WIA, and all such authority is hereby reserved to the LWIA 7 CEOs, for which authority shall be executed pursuant to the terms of the Intergovernmental Agreement between the Board President and the Mayor (the "CEO IGA").

4.2 The following is a non-exhaustive list of the areas reserved to the authority of the LWIA 7 CEOs under the WIA:

- (a) To appoint members to the Chicago Cook WIB and to set terms of office (which appointments shall be made in accordance with the Bylaws of the Chicago Cook WIB (the "LWIB Bylaws");
- (b) To revoke the appointment of the Chicago Cook WIB members;
- (c) To act directly as the grant recipient and fiscal agent or to designate an alternative entity to act as grant recipient and fiscal agent on the LWIA 7 CEOs' behalf;
- (d) To comply with applicable Federal uniform administrative requirements and cost principles if the CEOs act as grant recipient and fiscal agent, or upon designation of a grant recipient or fiscal agent, to assure that the entity designated as the grant recipient and fiscal agent complies with all Federal and State WIA requirements, including applicable Federal uniform administrative requirements and cost principles;
- (e) To assume ultimate liability for any misuse of grant funds or disallowed costs under WIA;
- (f) To enter into the CEO IGA;

- (g) To approve the Chicago Cook WIB budget; and
- (h) To work with the Governor to appoint and certify a new local workforce investment board pursuant to a reorganization plan if required by the Governor.

4.3 The Board President and the Mayor shall use good faith efforts in cooperating with each other and the Chicago Cook WIB as required by this Section 4.3 of this Agreement; *provided, that* if either party determines that cooperation is no longer possible or agreement can not be reached and such failure to cooperate or agree would have a material adverse effect on: (i) performance of either party's or the Chicago Cook WIB's obligations under the WIA, (ii) the provision of services in LWIA 7 or (iii) the functioning of the Chicago Cook WIB, then such party may declare an Event of Default and seek remedies pursuant to Section 12.3 of this Agreement.

SECTION 5. SHARED RESPONSIBILITIES OF LWIA 7 CEOs AND CHICAGO COOK WIB UNDER WIA

5.1 The Chicago Cook WIB has various responsibilities and authority under the WIA. The Chicago Cook WIB, hereby agrees to perform all such responsibilities and execute all such authority in accordance with the WIA, State and Federal WIA policy and this Agreement.

5.2 The Chicago Cook WIB must cooperate with the CEOs to complete the following actions and decisions required by the WIA and must obtain written approval from each of the LWIA 7 CEOs for such actions and decisions:

- (a) Approval and adoption of the annual Chicago Cook WIB budget (the "Annual Budget");
- (b) Approval and adoption of the Memorandum of Understanding (MOU) required to be negotiated with the One-Stop Partners (as defined in the WIA); and
- (c) Approval and adoption of local WIA plans and plan modifications as required under the WIA and State and Federal WIA policy and practice.

5.3 The Chicago Cook WIB must cooperate with the LWIA 7 CEOs with respect to various other areas required under the WIA, including, without limitation, the following:

- (a) Developing and submitting the local workforce development plans for LWIA 7;
- (b) Setting policy for the LWIA 7 local workforce investment system;
- (c) Negotiating LWIA 7 performance measures;
- (d) Conducting oversight of adult, youth and dislocated worker programs for LWIA 7;
- (e) Designating and terminating the LWIA 7 One-Stop Operators (as defined in the WIA);
- (f) Developing the Memorandum of Understanding to be entered into with the required One-Stop Partners;
- (g) Providing services during rapid response (layoff aversion) activities and for declared natural disasters in collaboration with the State; and

- (h) In cooperation with the State, establishing and operating fiscal and management accountability systems.

SECTION 6. ADDITIONAL RESPONSIBILITIES AND EXPECTATIONS OF THE CHICAGO COOK WIB

6.1 In addition to the authority and responsibilities set forth in this Agreement, the Chicago Cook WIB, hereby agrees to perform the additional responsibilities set forth in Section 6.2 through Section 6.5 of this Agreement to the full satisfaction of the LWIA 7 CEOs:

6.2 Additional general expectations of the Chicago Cook WIB:

- (a) The Chicago Cook WIB will strive to achieve the goals established by the LWIA 7 CEOs for workforce development throughout LWIA 7.
- (b) The Chicago Cook WIB will focus its efforts on providing effective services that meet the needs of employers and job seekers throughout LWIA 7.
- (c) The Chicago Cook WIB will comply with all of its duties and obligations as an LWIB under the WIA.
- (d) The Chicago Cook WIB will request and duly consider input from CEOs regarding all major decisions before making such decisions.
- (e) The Chicago Cook WIB, including any and all committees created thereunder, shall comply with its oversight responsibilities under the WIA, including the effective oversight and control of program costs and results.

6.3 The Chicago Cook WIB has primary responsibility for the following actions and decisions under the WIA and in accordance with this Agreement, shall perform these responsibilities to the full satisfaction of the LWIA 7 CEOs. Such actions and decisions include as follows:

- (a) To elect officers from among its members in accordance with the Bylaws, including a Chair of co-Chairs elected from among the private sector business representatives.
- (b) To conduct all meetings in compliance with the Illinois Open Meetings Act, as amended from time to time.
- (c) To follow Robert's Rules of Order (or another form of generally accepted parliamentary procedures).
- (d) To provide written minutes and verbatim transcripts as required by the Illinois Open Meetings Act.
- (e) To direct disbursements of WIA funds in accordance with the Annual Budget and local plans approved by the LWIA 7 CEOs and in accordance with the WIA.

- (f) To adopt and abide by bylaws in compliance with the specific code of conduct and other requirements of WIA, with the form of such bylaws first adopted in the form set forth hereto as Exhibit A (the "LWIB Bylaws").
- (g) To submit proposed changes in the LWIB Bylaws or other policies of the Chicago –Cook WIB to the LWIA 7 CEOs for their prior approval.
- (h) To promote participation of all members of the Chicago Cook WIB, especially private sector representatives, and establish rules of meeting attendance and removal for non-attendance.
- (i) To seek outside funding opportunities, such as grants and donations, in the manner that will best support the overall workforce initiatives of LWIA 7.
- (j) To provide for mandated public input on the development of the LWIA 7 local plan prior to its submission as required by the WIA.

6.4 The Chicago Cook WIB shall have the following responsibilities with respect to provision of services and shall perform these responsibilities to the full satisfaction of the LWIA 7 CEOs:

- (a) To approve contracts for service providers who provide intensive services within LIWA 7.
- (b) To set service priorities and policies for One-Stop Operators providing intensive and training services.
- (c) To determine training priorities for occupations that have a high potential for local growth and demand.
- (d) To receive applications from potential training providers and determine their eligibility based on criteria established by the State.
- (e) To develop and administer a list of eligible training providers according to Federal and State requirements.
- (f) To identify allowable exceptions to the use of Individual Training Accounts ("ITAs") and to determine if limits are necessary on dollar and duration of use.
- (g) To participate in regional planning and training activities as requested by the state, and to report regularly to the LWIA 7 CEOs.
- (h) To coordinate local workforce development activities with economic development strategies.
- (i) To establish linkages with employers and actively seek their input in meeting their hiring needs.
- (j) To coordinate all workforce investment activities with rapid response activities.
- (k) To develop a policy for supportive services.

- (l) To determine policies for payment levels and for needs-related payments.
- (m) To identify the need for program fund transfers and seek State approval for these transfers.

6.5 The Chicago Cook WIB shall have the following responsibilities with respect to youth programs and shall perform these responsibilities to the full satisfaction of the LWIA 7 CEOs:

- (a) To determine the role the youth council will play in the development of the youth portion of the Local Plan.
- (b) To determine appropriate activities for the Youth Council beyond those required under WIA and by the State.
- (c) To award grants or contracts on a competitive basis to eligible youth service providers.
- (d) To ensure that eligible youth are made aware of the services available to them and make referrals to the appropriate program.

6.6 The Chicago Cook WIB hereby agrees that it shall not provide direct services under WIA.

SECTION 7. CONFLICT WITH LWIB BYLAWS

If any provision of this Agreement conflicts with any provision of the LWIB Bylaws, the provision in this Agreement shall prevail and control.

SECTION 8. DESIGNATION OF THE PARTNERSHIP AS ADMINISTRATIVE AGENT

The Chicago Cook WIB hereby agrees that The Chicago Cook Workforce Partnership ("The Partnership") shall serve as administrative agent to the Chicago Cook WIB providing all necessary staffing and all administrative support and that such designation shall be in full force and effect until the LWIA 7 CEOs agree that such designation shall cease or this Agreement is terminated in accordance with its terms.

SECTION 9. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE CITY

9.1 General. The City represents, warrants and covenants to the Chicago Cook WIB and the County, as of the date of this Agreement, and throughout the Term of this Agreement, that:

- (a) The City is an Illinois municipal corporation and home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois.
- (b) The City has authority to execute and deliver this Agreement and to perform its obligations hereunder, and such execution, delivery and performance have been duly authorized by the City Council of the City by ordinance adopted _____, 2012.

- (c) The City's execution, delivery and performance of its obligations under this Agreement does not conflict with any agreement or instrument by which the City is bound and the practical effect of which would be to materially and adversely impair the City's ability to perform its obligations hereunder.

9.2 Survival of Covenants. All warranties, representations, covenants and agreements of the City contained in this Agreement shall be true, accurate and complete as of the date hereof, shall survive the execution, delivery and acceptance hereof by the Parties hereto and shall be in effect throughout the Term of the Agreement.

SECTION 10. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE COUNTY

10.1 General. The County represents, warrants and covenants to the City and the Chicago Cook WIB, as of the date of this Agreement, and throughout the Term of this Agreement, that:

- (a) It is a body politic and corporate under Illinois constitutional or statutory law, as applicable.
- (b) It has authority to execute and deliver this Agreement and to perform its obligations hereunder, and such execution, delivery and performance have been duly authorized by the Cook County Board of Commissioners by resolution adopted _____, 2012.
- (c) Its execution, delivery and performance of its obligations under this Agreement does not conflict with any agreement or instrument by which it is bound and the practical effect of which would be to materially and adversely impair its ability to perform its obligations hereunder.

10.2 Survival of Covenants. All warranties, representations, covenants and agreements of Cook County contained in this Agreement shall be true, accurate and complete as of the date hereof, shall survive the execution, delivery and acceptance hereof by the Parties hereto and shall be in effect throughout the Term of the Agreement.

SECTION 11. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE CHICAGO COOK WIB

11.1 General. The Chicago Cook WIB represents, warrants and covenants to the City and the County, as of the date of this Agreement, and throughout the Term of this Agreement, that:

- (a) It is a governmental body established pursuant to the WIA.
- (b) It has authority to execute and deliver this Agreement and to perform its obligations hereunder, and such execution, delivery and performance have been duly authorized by resolution of the Chicago Cook WIB adopted on _____, 2012.
- (c) Its execution, delivery and performance of its obligations under this Agreement does not conflict with any agreement or instrument by which it is bound and the

practical effect of which would be to materially and adversely impair it's ability to perform its obligations hereunder.

11.2 Survival of Covenants. All warranties, representations, covenants and agreements of Cook County contained in this Agreement shall be true, accurate and complete as of the date hereof, shall survive the execution, delivery and acceptance hereof by the Parties hereto and shall be in effect throughout the Term of the Agreement.

SECTION 12. DEFAULT BY CHICAGO COOK LWIB AND REMEDIES OF LWIA 7 CEOs

12.1 LWIB Event of Default. The occurrence of any one or more of the following events by the Chicago Cook LWIB, which event is not cured within the cure period provided in Section 12.2, shall constitute an "LWIB Event of Default."

- (a) the failure of the Chicago Cook LWIB to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations required to be performed by it under this Agreement; or
- (b) the making or furnishing by the Chicago Cook LWIB of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or in connection with the taking of a major action or the making of a major decision, which is untrue or misleading in any material respect.

12.2 Cure Period. Upon the occurrence of an event described in Section 12.1, an LWIB Event of Default shall not be deemed to have occurred unless the Chicago Cook WIB shall have failed to perform the defaulted obligation within thirty (30) days of its receipt of a written notice from the County or the City, as applicable specifying the default. Notwithstanding the foregoing, with respect to defaulted obligations which are not capable of being cured within such 30-day period, a Defaulting Party shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such 30-day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

12.3 Remedies. Upon the occurrence of an LWIB Event of Default, the City or the County may terminate this Agreement and all related agreements and may seek automatic designation from the Governor for an independent LWIA for the City or the remainder County, as applicable, under the WIA, it being understood that upon seeking such designation, the Defaulting Party shall work with the non-defaulting party to develop a transition plan that minimizes service disruptions and that the Defaulting Party would cooperate fully in implementing such transition plan.

In addition, the non-defaulting party may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy provided for hereunder or at law or in equity not otherwise expressly limited or precluded in this Agreement, including, without limitation, injunctive relief, and specific performance of the agreements contained herein, provided, however, that in no event shall either non-defaulting party's monetary damages ever exceed the actual costs and expenses incurred by such non-defaulting party in performing its obligations under this Agreement. Furthermore, in no instance shall either party be liable for punitive, special, exemplary, consequential, speculative or similar damages.

SECTION 13. NOTICE

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

- If to the City: City of Chicago
121 North LaSalle Street, Room
Chicago, Illinois 60602
Attention: Mayor
Facsimile: (312) 744-

- With copies to: City of Chicago Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Corporation Counsel
Facsimile: (312) 742-

- If to County: Cook County
118 North Clark Street, Room 567
Chicago, Illinois 60602
Attention: President
Facsimile: (312) 603-6999

- With copies to: Cook County
118 North Clark Street, Room
Chicago, Illinois 60602
Attention: General Counsel
Facsimile: (312) 603-9632

- With copies to: Cook County State's Attorney
50 W. Washington
Chicago, Illinois 60602
Attention: Chief, Civil Actions Bureau
Facsimile: (312) 603-

- If to the Chicago Cook
LWIB: The Chicago Cook WIB
c/o The Chicago Cook Workforce Partnership
60 West Randolph, Suite ____
Chicago, Illinois 60602
Attention: Chief Executive Officer
Facsimile: _____

- With copies to: [_____]]
[_____]]
[_____]]
Attention: [_____]]
Facsimile: [_____]]

Such addresses may be changed by notice to the other Parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof

shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 14. MISCELLANEOUS

14.1 Compliance with WIA. Notwithstanding anything herein to the contrary, this Agreement is subject to the requirements of WIA, any State policy related to the WIA and the workforce system, any DOL policy related to the WIA and the workforce system and any other applicable federal, state and local laws, rules, regulations and policies applicable to implementation of WIA or the workforce system (the "WIA Laws"), and in the event of any conflict between this Agreement and the WIA Laws, the WIA Laws shall prevail and control.

14.2 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the City ordinance or County ordinance approving this Agreement, such ordinances, as applicable, shall prevail and control, and if there is any conflict between such City ordinance or County ordinance and the WIA LAWS, the WIA Laws shall prevail and control.

14.3 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto. The City, the County and the Chicago Cook WIB shall have the authority to amend this Agreement, except that any amendment that would obligate the City or the County to provide any additional funds shall require the approval of the City Council and the County Board.

14.4 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

14.5 Limitation of Liability. No member, official or employee of the City or the County and no officer, member, official or employee of the Chicago Cook WIB shall be personally liable to the other or any successor in interest in the event of any default or breach by either or for any amount which may become due to or from such party or any successor in interest or on any obligation under the terms of this Agreement.

14.6 Further Assurances. The City and the County each agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

14.7 Waiver. Waiver by the City, the County or the Chicago Cook WIB with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City, the County or the Chicago Cook WIB in writing.

14.8 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

14.9 Disclaimer. Nothing contained in this Agreement nor any act of the City, the County or the Chicago Cook WIB shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City, the County or the Chicago Cook WIB.

14.10 Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

14.11 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

14.12 Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

14.13 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

14.14 Approval. Wherever this Agreement provides for the approval or consent of the City or the County, unless specifically stated to the contrary, such approval or consent shall be made, given or determined by such the Mayor or Board President, or their designated representative, and shall be in writing and in the reasonable discretion thereof.

14.15 Assignment. Neither party may sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the prior written consent of the other party, which consent shall be in the other party's sole discretion.

14.16 Binding Effect. This Agreement shall be binding upon the City and the County, and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the City and the County and their respective successors and permitted assigns (as provided herein).

14.17 Force Majeure. None of the City, the County nor the Chicago Cook WIB shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, terrorist activity, declaration of emergency by government authorities, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones which in fact interferes with the ability of such party to discharge its obligations hereunder. The party relying on this Section 15.7 with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other party to this Agreement and may only rely on this Section 15.7 with respect to any such delay to the extent of the actual number of days of delay effected by any such events described above.

14.18 Exhibits. All of the exhibits attached hereto are incorporated herein by reference.

14.19 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois, or the United States District Court for the Northern District of Illinois.

[Signatures Appear On Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed on or as of the day and year first above written.

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government

By: _____
Rahm Emanuel, Mayor

COUNTY OF COOK, a body politic and corporate and home rule unit of government

By: _____
Toni Preckwinkle, President
Cook County Board of
Commissioners

Attest: _____
David Orr
County Clerk

CHICAGO COOK LOCAL WORKFORCE INVESTMENT BOARD

By: _____
[], Chair

Exhibit A

CHICAGO COOK WIB BYLAWS

[See Exhibit A to Agreement between the Mayor and the President]

Exhibit D

Agreement between the Mayor, the President, and the State

AGREEMENT REGARDING PRIOR LWIAs

This AGREEMENT REGARDING PRIOR LWIAs (this "Agreement"), dated as of _____, 2012, is made by and among the COUNTY OF COOK (the "County"), a body politic and corporate and home-rule unit of government under the Constitution and laws of the State of Illinois (the "State"), having its principal offices at 118 North Clark Street, Chicago, Illinois 60602, on behalf of the President of the Cook County Board of Commissioners (the "Board President"), the CITY OF CHICAGO (the "City"), an Illinois municipal corporation and home-rule unit of government under the Constitution and laws of the State, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602, on behalf of the Mayor of the City (the "Mayor") and the GOVERNOR OF THE STATE OF ILLINOIS (the "Governor") through the DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY ("DCEO"), an agency of the State of Illinois (the "State"), having its principal offices at [_____].

RECITALS

WHEREAS, pursuant to the Workforce Investment Act of 1998, Pub. L. 105-220, Aug. 7, 1998, 112 Stat. 936 as amended from time to time and the regulations issued thereunder at 20 CFR Parts 652 and 660 through 671 (collectively, the "WIA"), prior to the date hereof, three local workforce investment areas ("LWIA") within the boundaries of the County had been established under the WIA as follows: area 7 for Southern and Western Cook County ("Prior LWIA 7"), area 8 for Northern Cook County ("Prior LWIA 8") and area 9 for the City ("Prior LWIA 9", and collectively with Prior LWIA 7 and Prior LWIA 8, the "Prior LWIAs"); and

WHEREAS, up to the date immediately prior to July 1, 2012 (the "Transition Date"), the chief elected officials ("CEO") for each of the Prior LWIAs are as follows: the County President for Prior LWIA 7, the Governor for Prior LWIA 8 and the Mayor for Prior LWIA 9 (collectively, the "Prior CEOs"); and

WHEREAS, effective on the Transition Date, a new LWIA encompassing all of the County and the City is expected to be established by the Governor under the WIA as the new reconfigured LWIA Number 7 ("New LWIA 7"), replacing all of the Prior LWIAs; and

WHEREAS, effective on the Transition Date, the Mayor and the Board President will be the only CEOs under WIA with respect to New LWIA 7 (the "New LWIA 7 CEOs"), where the Mayor will be CEO with respect to the area contained within the City and the Board President is CEO with respect to the remaining area of the County; and

WHEREAS, the purpose of this Agreement is to set forth the roles and responsibilities of the Prior CEOs with respect to all grants, contracts and property of and all other affairs conducted with respect to each of the Prior LWIAs up to the Transition Date; and

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the sufficiency of which are hereby acknowledged, the Board President, the Mayor and DCEO agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The above recitals are incorporated into this Agreement as if fully set forth herein.

SECTION 2. TERM

2.1 This Agreement shall commence on the date of execution by authorized party representatives after required approval is obtained from the Cook County Board of Commissioners (the "County Board"), the Chicago City Council and the Governor.

2.2 The parties agree that the substantive terms set forth in the agreement are contingent upon the approval by the Governor and the Illinois Workforce Investment Board and the U.S. Department of Labor (the "DOL") of the establishment of New LWIA 7 and certification of a new local workforce investment board for New LWIA 7 and upon the approval by the County Board and the City Council of the terms of this agreement.

SECTION 3. PURPOSE

The Prior CEOs share a common interest in assuring that the affairs of the workforce development efforts conducted under the Prior LWIAs are properly monitored and that the affairs of the Prior LWIAs are properly wound up after the Transition Date.

SECTION 4. RETENTION OF LIABILITY FOR DISALLOWED COSTS, MISSPENT FUNDS AND MONITORING OR AUDIT ISSUES

4.1 The Prior CEOs shall each retain all liability for any misspent funds or disallowed costs under WIA that occurred prior to the Transition Date and are attributable to the Prior LWIA for which the respective Prior CEO served as CEO under WIA as follows: the Board President for Prior LWIA 7, the Governor for Prior LWIA 8 and the Mayor for Prior LWIA 9.

4.2 The Prior CEOs shall retain responsibility for any issues related to monitoring of WIA funds and all audits with respect to WIA funds expended prior to the Transition Date for their respective Prior LWIAs as identified in Section 4.1 hereof.

4.3 Each Prior CEO agrees to indemnify and hold harmless the other Prior CEOs with respect to any claim arising out of or related to their respective Prior LWIA as identified in Section 4.1 hereof.

4.4 The provisions in this Section 4 shall survive termination or expiration of this Agreement.

SECTION 5. RESPONSIBILITY FOR COMPLETION OF REQUIRED AUDITS GRANT CLOSEOUTS

5.1 Each of the Prior CEOs shall be responsible for completion of the required A-133 audits for WIA funds expended prior the Transition Date attributable to the Prior LWIA for which the respective Prior CEO served as CEO under WIA as identified in Section 4.1 of this Agreement.

5.2 Each of the Prior CEOs shall be responsible for resolution by recipients of WIA grants prior to the Transition Date and for each grant recipients completion of the required A-133 audits for such WIA funds expended prior the Transition Date each to the extent attributable to the Prior LWIA for which the respective Prior CEO served as CEO under WIA as identified in Section 4.1 of this Agreement.

5.3 Each of the Prior CEOs shall be responsible for completion of outstanding lower tier WIA subgrantee closeouts for all periods prior to the Transition Date each to the extent attributable to the Prior LWIA for which the respective Prior CEO served as CEO under WIA as identified in Section 4.1 of this Agreement.

5.4 Each of the Prior CEOs shall be responsible for completion of all WIA grant close-out requirements for all WIA grants awarded prior to the Transition Date, including identification of all grant balances to be carried forward to the New LWIA 7 as described in Section 6.1 of this Agreement, solely to the extent attributable to the Prior LWIA for which the respective Prior CEO served as CEO under WIA as identified in Section 4.1 of this Agreement.

5.5 All of the requirements set forth in this Section 5, except the requirement set forth in Section 5.4 (which must be completed in accordance with Section 6.1 hereof), shall be completed by the respective Prior CEO by no later than _____ days after the Transition Date unless completion by that date would be impracticable and the CEO has provided written notice explaining the reasons for its inability to satisfy this deadline to the other parties and to the Governor. Upon receipt of such notice, the respective CEO and the Governor shall negotiate a revised timeline.

SECTION 6. TRANSFER OF FUNDS AND PROPERTY

6.1 At least 30 days prior to the Transition Date, each of the Prior CEOs shall identify all grant balances, if any, to be carried forward to the New LWIA 7.

6.2 At least 30 days prior to the Transition Date, each of the Prior CEOs shall create a full and accurate property inventory for their respective Prior LWIA and shall identify property to be transferred to the New LWIA 7. If any property funded with WIA funds will not be transferred to the New LWIA 7, the respective Prior CEO must explain the reason for not transferring said property to the satisfaction of the Governor and as permitted under WIA.

SECTION 7. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE CITY

7.1 General. The City represents, warrants and covenants to the County and DCEO, as of the date of this Agreement, and throughout the Term of this Agreement, that:

(a) The City is an Illinois municipal corporation and home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois.

(b) The City has authority to execute and deliver this Agreement and to perform its obligations hereunder, and such execution, delivery and performance have been duly authorized by the City Council of the City by ordinance adopted _____, 2012.

(c) The City's execution, delivery and performance of its obligations under this Agreement does not conflict with any agreement or instrument by which the City is bound and the practical effect of which would be to materially and adversely impair the City's ability to perform its obligations hereunder.

7.2 Survival of Covenants. All warranties, representations, covenants and agreements of the City contained in this Agreement shall be true, accurate and complete as of the date hereof, shall survive the execution, delivery and acceptance hereof by the parties hereto and shall be in effect throughout the Term of the Agreement.

SECTION 8. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE COUNTY

8.1 General. The County represents, warrants and covenants to the City and DCEO, as of the date of this Agreement, and throughout the Term of this Agreement, that:

- (a) It is a body politic and corporate under Illinois constitutional or statutory law, as applicable.
- (b) It has authority to execute and deliver this Agreement and to perform its obligations hereunder, and such execution, delivery and performance have been duly authorized by the County Board by resolution adopted _____, 2012.
- (c) Its execution, delivery and performance of its obligations under this Agreement does not conflict with any agreement or instrument by which it is bound and the practical effect of which would be to materially and adversely impair its ability to perform its obligations hereunder.

8.2 Survival of Covenants. All warranties, representations, covenants and agreements of the County contained in this Agreement shall be true, accurate and complete as of the date hereof, shall survive the execution, delivery and acceptance hereof by the parties hereto and shall be in effect throughout the Term of the Agreement.

SECTION 9. COVENANTS, REPRESENTATIONS AND WARRANTIES OF DCEO

9.1 General. DCEO represents, warrants and covenants to the City and the County, as of the date of this Agreement, and throughout the Term of this Agreement, that:

- (a) It has authority to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) Its execution, delivery and performance of its obligations under this Agreement does not conflict with any agreement or instrument by which it is bound and the practical effect of which would be to materially and adversely impair its ability to perform its obligations hereunder.

9.2 Survival of Covenants. All warranties, representations, covenants and agreements of DCEO contained in this Agreement shall be true, accurate and complete as of the date hereof, shall survive the execution, delivery and acceptance hereof by the parties hereto and shall be in effect throughout the Term of the Agreement.

SECTION 10. DEFAULT AND REMEDIES

10.1 Events of Default. The occurrence of any one or more of the following events which is not cured within the cure period provided in Section 10.2, shall constitute an "Event of Default" by the City, the County or DCEO, as applicable (such defaulting party, the "Defaulting Party")

- (a) the failure of a Defaulting Party to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations required to be performed by it under this Agreement; or

(b) the making or furnishing by a Defaulting Party of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement which is untrue or misleading in any material respect.

10.2 Cure Period. Upon the occurrence of an event described in Section 10.1, an Event of Default shall not be deemed to have occurred unless the Defaulting Party shall have failed to perform the defaulted obligation within thirty (30) days of its receipt of a written notice from the non-defaulting party specifying the default. Notwithstanding the foregoing, with respect to defaulted obligations which are not capable of being cured within such 30-day period, a Defaulting Party shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such 30-day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

10.3 Remedies. Upon the occurrence of an Event of Default, the non-defaulting party may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy provided for hereunder or at law or in equity not otherwise expressly limited or precluded in this Agreement, including, without limitation, injunctive relief, and specific performance of the agreements contained herein, provided, however, that in no event shall either non-defaulting party's monetary damages ever exceed the actual costs and expenses incurred by such non-defaulting party in performing its obligations under this Agreement. Furthermore, in no instance shall any party be liable for punitive, special, exemplary, consequential, speculative or similar damages.

SECTION 11. NOTICE

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

If to the City:	City of Chicago 121 North LaSalle Street, Room Chicago, Illinois 60602 Attention: Mayor Facsimile: (312) 744-
With copies to:	City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attention: Corporation Counsel Facsimile: (312) 742-
If to County:	The County of Cook, Illinois 118 North Clark Street, Room 567 Chicago, Illinois 60602 Attention: President Facsimile: (312) 603-6999
With copies to:	The County of Cook, Illinois 118 North Clark Street, Room Chicago, Illinois 60602

Attention: General Counsel
Facsimile: (312) 603-9632

With copies to: Cook County State's Attorney
50 W. Washington
Chicago, Illinois 60602
Attention: Chief, Civil Actions Bureau
Facsimile: (312) 603-

If to DCEO: []
[]
[]
Attention: []
Facsimile: []

With copies to: []
[]
[]
Attention: []
Facsimile: []

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 12. MISCELLANEOUS

12.1 Compliance with WIA. Notwithstanding anything herein to the contrary, this Agreement is subject to the requirements of WIA, any State policy related to the WIA and the workforce system, any DOL policy related to the WIA and the workforce system and any other applicable federal, state and local laws, rules, regulations and policies applicable to implementation of WIA or the workforce system (the "WIA Laws"), and in the event of any conflict between this Agreement and the WIA Laws, the WIA Laws shall prevail and control.

12.2 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the City ordinance or County ordinance approving this Agreement, such ordinances, as applicable, shall prevail and control, and if there is any conflict between such City ordinance or County ordinance and the WIA LAWS, the WIA Laws shall prevail and control.

12.3 Amendment. This Agreement may not be amended or modified without the prior written consent of the parties hereto. The City, the County and DCEO shall have the authority to administratively amend this Agreement for purposes of documenting agreements concerning decisions hereunder, excluding, however, any amendment that would obligate the City, DCEO or the County to provide any additional funds, which amendment shall require the approval of

the City Council, the Governor and the County Board. The City, DCEO and the County shall also have the authority to administratively amend this Agreement to correct scrivener's errors.

12.4 Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

12.5 Limitation of Liability. No member, official or employee of the City, DCEO or the County shall be personally liable to the other or any successor in interest in the event of any default or breach by either or for any amount which may become due to or from such party or any successor in interest or on any obligation under the terms of this Agreement.

12.6 Further Assurances. The City, the County and DCEO each agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

12.7 Waiver. Waiver by the City, DCEO or the County with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City, DCEO or the County in writing.

12.8 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

12.9 Disclaimer. Nothing contained in this Agreement nor any act of the City, DCEO or the County shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City, DCEO or the County.

12.10 Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

12.11 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

12.12 Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

12.13 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State, without regard to its conflicts of law principles.

12.14 Approval. Wherever this Agreement provides for the approval or consent of the City, DCEO or the County, unless specifically stated to the contrary, such approval or consent

shall be made, given or determined by such designated representative shall be in writing and in the reasonable discretion thereof.

12.15 Assignment. None of the parties may sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the prior written consent of the other parties, which consent shall be in the other parties' sole discretion.

12.16 Binding Effect. This Agreement shall be binding upon City, DCEO and the County and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the City, DCEO and the County and their respective successors and permitted assigns (as provided herein).

12.17 Force Majeure. None of the City, DCEO or the County shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, terrorist activity, declaration of emergency by government authorities, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones which in fact interferes with the ability of such party to discharge its obligations hereunder. The party relying on this Section 12.17 with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other party to this Agreement and may only rely on this Section 12.17 with respect to any such delay to the extent of the actual number of days of delay effected by any such events described above.

12.18 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, DCEO of Illinois, or the United States District Court for the Northern District of Illinois.

[Signatures Appear On Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed on or as of the day and year first above written.

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government, as Prior CEO for Prior LWIA 9

By: _____
Rahm Emanuel, Mayor

COUNTY OF COOK, a body politic and corporate and home rule unit of government, as Prior CEO for Prior LWIA 7

By: _____
Toni Preckwinkle, President
Cook County Board of
Commissioners

Attest: _____
David Orr
County Clerk

ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY, on behalf of the Governor of the State of Illinois, as Prior CEO for Prior LWIA 8

By: _____
[]

[Signature Page]