



Office of the Chicago City
Clerk



O2011-6406

Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:	7/28/2011
Sponsor(s):	Burke, Edward M. (14) And Others
Type:	Ordinance
Title:	Intergovernmental agreement with Illinois State Archives for microfilming of City Council Index to Documents maintained by Office of City Clerk
Committee(s) Assignment:	Committee on Committees, Rules and Ethics

Rules

ORDINANCE

WHEREAS, the City of Chicago (the "City"), is a home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Illinois State Archives, under supervision of the Illinois Secretary of State, serves by law as the depository of public records possessing permanent administrative, legal, or historical research value; and

WHEREAS, the City Clerk of the City (the "City Clerk") maintains a 58-volume set of ledger books called the "Index to Documents" (the "Index") dating from March 1833 to January 14, 1998, which contains a handwritten index to legal documents produced by the City Council of the City; and

WHEREAS, the City and the Illinois Secretary of State wish to enter into an intergovernmental agreement in substantially the form attached as Exhibit A (the "Agreement") whereby, at no cost to the City, the Illinois State Archives shall make and retain a negative microfilm copy of the Index and provide a positive microfilm copy to the City; now, therefore

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

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

SECTION 2. Subject to the approval of the Corporation Counsel of the City as to form and legality, the City Clerk or her designee is authorized to execute and deliver the Agreement, and such other related documents as the City Clerk deems necessary, between the City and the Illinois Secretary of State, which Agreement may contain such other terms as are deemed necessary or appropriate by the parties executing the same on the part of the City.

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

SECTION 4. This ordinance shall be in full force and effect from and after the date of its passage.

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Ray [Signature]
Maurice [Signature] 39
[Signature] 44

Carrie M.
Austin

[Signature] 33
Edw. H. [Signature] 14

EXHIBIT A to the Ordinance

Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF CHICAGO, ACTING THROUGH ITS CITY CLERK,
AND
ILLINOIS STATE ARCHIVES, ILLINOIS SECRETARY OF STATE
FOR MICROFILMING**

This Intergovernmental Agreement (the "Agreement") between the Illinois State Archives, a department under the Illinois Secretary of State's office, with its principal place of business at 100 W. Jackson Street (Margaret Cross Norton Building) in Springfield, Illinois 62756 and the City of Chicago (the "City"), acting by and through its City Clerk of the City (the "City Clerk"), with its principal place of business at 121 N. LaSalle St., Chicago, Illinois 60602, is made as of this ____ day of _____, 2011. The parties represent and agree as follows:

1. The Illinois State Archives shall make microfilm copies of the City's 58 volume *Index to Documents* dating from March 1833 to January 14, 1998. These are large ledger books containing a handwritten index to all the legal documents produced by the City Council of the City.
2. The Illinois State Archives will make one negative security copy of the microfilm, for keeping in the Norton Building in Springfield, Illinois. The Illinois State Archives shall further make two positive, user copies of the microfilm, one of which will be provided to the City and the other provided to the Illinois State Archives Regional Archives Depository at Northeastern Illinois University. All ledger books shall remain the property of the City.
3. The Illinois State Archives may use its copies of the microfilm as it sees fit for the purposes of public research.
4. The Illinois State Archives shall perform the microfilming at no cost to the City.
5. The City shall provide the Illinois State Archives with as few as five ledger books but no more than 15 ledger books at a time for microfilming. The Illinois State Archives shall be responsible for transporting these books between Chicago and Springfield and for returning these books to Chicago when the microfilming is completed.
6. Each party shall complete a Volume Transfer Record, in substantially the form set forth in Exhibit A, upon the transmittal of ledger books from one party to the other.
7. The Illinois State Archives shall not be liable if the books are damaged during transportation or repair of them, unless such damage results from the gross negligence of the Illinois State Archives.

8. If the materials are damaged while in the possession of the Illinois State Archives, the Illinois State Archives shall immediately notify the City Clerk and, if the City Clerk so directs, shall make every effort to repair the materials before returning them to the City.
9. The Illinois State Archives shall provide the microfilm to the City Clerk upon completion of each microfilm reel.
10. A property transfer agreement, as seen in Appendix A of this agreement, shall be signed by both parties when the ledger books are transferred between the parties.
11. The City may ask for the ledger books back at any time during the microfilming process and the Illinois State Archives shall make due diligence to return them immediately.
12. The City Clerk will begin transferring the ledger books within 60 days from the date of the Agreement. The Agreement ends with the completion of the project and the City Clerk's confirmation that all ledger books have been returned to the City.
13. Nothing contained herein serves to limit, alter, or amend the parties' duties, rights, or responsibilities as set forth in and applicable federal or State statute, law or regulation.
14. The terms of this Agreement cannot be modified except as by the mutual, written agreement of both parties.
15. The language of this Agreement reflects the negotiations between the parties, each of which has had the opportunity to modify the text. In the event of litigation or other dispute concerning the language of this Agreement, general rules regarding ambiguities against the drafter shall not apply.
16. The Parties have determined that it is necessary, desirable and in the public interest to enter into this Agreement pursuant to the Intergovernmental Cooperation Act of the State of Illinois in order to set forth their objectives and respective duties and responsibilities and to describe the procedures and guidelines to be followed with respect to the microfilming project.
17. The City Clerk and her designees have the authority to enter into this Agreement pursuant to an Ordinance passed by the City Council of the City on _____, 2011.
18. The Secretary of State has the authority to enter into this Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220 et seq.

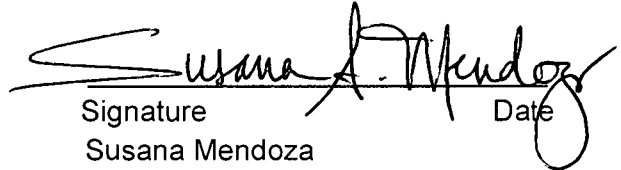
IN WITNESS WHEREOF, the Parties hereto have executed or caused this Agreement to be executed, all as of the date first written above.



Signature
Jesse White

Date

Illinois Secretary of State



Signature
Susana Mendoza

Date

Chicago City Clerk

EXHIBIT A

FORM OF VOLUME TRANSFER RECORD

The _____ on this day _____, 20__ has
transferred to the _____ Volumes __ through __ of the City of
Chicago's *Index to Documents* per an Intergovernmental Agreement signed by the two parties on
_____, 2011.

The undersigned hereby certify that the _____ did take custody and
control of Volumes __ through __ of the City of Chicago's *Index to Documents*, on
_____, 20__.

David A. Joens, Director
Illinois State Archives

Elisabeth Wittman, Archivist
City of Chicago