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City Council Document Tracking Sheet

Meeting Date:	6/6/2012
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with City Colleges for Colleges to Careers Program
Committee(s) Assignment:	Committee on Workforce Development and Audit



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

June 6, 2012

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with City Colleges for the Colleges to Careers Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

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

WHEREAS, the Board of Trustees of Community College District No. 508, County of Cook, State of Illinois (the "Board") is a body politic and corporate established pursuant to the provisions of the Illinois Public Community College Act, 110 ILCS 805/1-1 et seq.; and

WHEREAS, the City wishes to fund and the Board wishes to provide through City Colleges of Chicago ("CCC") certain career opportunities for graduates of CCC pursuant to a program entitled College to Careers (the "College to Careers Program" or "Program"); and

WHEREAS, the City has determined that it is desirable and in the public interest to enter into an intergovernmental agreement with the Board in substantially the form attached hereto as Exhibit A (the "Agreement") pursuant to the Intergovernmental Cooperation Act of the State of Illinois in order to set forth the City's and the Board's respective objectives, duties and responsibilities and to describe the procedures and guidelines to be followed with respect to participation in the Program; now, therefore,

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

Section 1. The above recitals are incorporated herein by this reference.

Section 2. The City is hereby authorized to spend up to \$2,000,000 of corporate funds to support the College to Careers Program of the Board acting through CCC.

Section 3. Subject to the approval of the Corporation Counsel of the City of Chicago as to form and legality, the Commissioner of the Department of Housing and Economic Development (the "Commissioner") and a designee thereof are each hereby authorized to execute and deliver the Agreement (and such other documents as are necessary or appropriate) between the City and the Board for the College to Careers Program, and to perform any and all acts as shall be necessary or advisable in connection with the Agreement. The Agreement shall contain such other terms as the Commissioner deems necessary or appropriate.

Section 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

Section 5. This ordinance takes effect upon passage and approval.

EXHIBIT A
THE AGREEMENT
(see attached)

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF CHICAGO AND THE BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO.508
(COLLEGE TO CAREERS PROGRAM)

This Intergovernmental Agreement ("Agreement") dated as of June __, 2012 is between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, a body politic ("Board") on behalf of City Colleges of Chicago, located at 226 West Jackson, Chicago, Illinois 60606 ("CCC"), and the City of Chicago, a municipal corporation ("City"), acting by and through its Department of Housing and Economic Development, located at 121 N. LaSalle, 10th Floor, Chicago, IL 60602 ("HED").

RECITALS

1. The Intergovernmental Cooperation Act, 5 ILCS 220 *et seq.*, as amended, authorizes public agencies to enter into agreements and contracts to perform any governmental service, activity or undertaking authorized by law upon approval of their respective governing bodies.

2. The City is a home rule unit of government under the 1970 Constitution of the State of Illinois and has the authority to promote the health, safety and welfare of its inhabitants, to furnish essential governmental services through its various departments and agencies and to enter into contractual agreements with units of local government for the purpose of achieving the aforesaid objectives.

3. The Board was created pursuant to the Public Community College Act of the State of Illinois, 110 ILCS 805 *et seq.*, as amended (the "Act").

4. The City and the Board wish to enter into this Agreement whereby the City shall pay for or reimburse CCC for up to \$2,000,000 of certain employment expenses incurred by Participating Employers (hereinafter defined) in favor of certain CCC Graduates (hereinafter defined) in connection with the employment thereof pursuant to the College to Careers Program, as further described herein.

5. The City and the Board have determined that it is in their best interests, and in the best interests of the citizens of the City, 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.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises, covenants and undertakings set forth herein, the parties hereby agree as follows:

SECTION I
INCORPORATION OF RECITALS

The recitals set forth above constitute an integral part of this Agreement and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties hereto.

SECTION II DEFINITIONS

For purposes of this Agreement, each of the following terms shall have the respective meaning assigned to it as follows:

City Funds: An amount up to \$2,000,000 of corporate funds to be paid by the City to the Board for the benefit of CCC in connection with the Program as herein more specifically addressed.

Commissioner: The Commissioner of HED.

Employment Expenses: Expenses incurred as agreed with CCC by a Participating Employer for up to the first six months of a Graduate's employment with such Participating Employer pursuant to the terms of a Stipend Contract, including, without limitation, gross salary and certain agreed-to benefits.

Graduate: Any individual with an Associate Degree from CCC.

HED: The Department of Housing and Economic Development of the City.

Participating Employer: Any contractor that contracts with the Board or its duly authorized representative to provide employment to Graduates in connection with the Program.

Program: The College to Careers program of CCC.

Program Account: A segregated, non-interest-bearing account of the Board that will be used for the purpose of depositing the City Funds provided by the City hereunder in connection with the Program.

Status Reports: A monthly accounting and report by the Board through CCC provided to the City hereunder that includes the following: copies of new Stipend Contracts entered into by the Board for the benefit of CCC; copies of affidavits from Participating Employers providing numbers of Graduates hired, still employed and terminated; the remaining reimbursement period for each Graduate; and copies of actual payroll ledgers received from Participating Employers for the Graduates employed.

Stipend Contract: The contract which shall be entered into between the Board for the benefit of CCC and any Participating Employer undertaking the requirements and receiving the benefits of the Program.

SECTION III RESPONSIBILITIES OF THE PARTIES

3.1 The City. The City shall provide City Funds to the Board to fund Employment Expenses incurred by the Participating Employers in connection with the Program, which City

Funds shall be deposited in the Program Account within 30 days following execution of this Agreement.

3.2 The Board. The Board hereby agrees to provide all administrative, technical, professional and legal services required in order to: (a) receive, hold and disburse the City Funds in accordance with this Agreement; (b) enter into Stipend Contracts with Participating Employers; (c) provide monthly Status Reports to HED. In no event shall the Board be obligated to pay to Participating Employers for Employment Expenses which exceed the City Funds. Disbursement of City Funds to any Participating Employer from the Program Account will be (y) subject to prior verification by the Board or its designee of Employment Expenses incurred and (z) in accordance with such Participating Employer's Stipend Contract.

SECTION IV ADMINISTRATION OF THE PROGRAM

4.1 Contracting. The Board shall be solely responsible for identifying potential Participating Employers and for negotiating the terms of the Stipend Contracts. Exhibit A, which shall be amended from time to time as necessary, identifies the Participating Employers and the number of Graduates expected to be employed pursuant to the terms of any such Participating Employer's Stipend Contract.

4.2 Enforcement of the Stipend Contract. The Board shall comply, and cause Participating Employers to comply, with the terms and conditions of each Stipend Contract including all applicable federal, state and local laws, codes, ordinances and orders.

4.3 Default by Participating Employer. In the event that a Participating Employer defaults in its obligations under its Stipend Contract, the Board shall pursue or cause to be pursued all rights and remedies afforded by the terms of the Stipend Contract, at law or in equity. Upon request by the authorized representatives of the City and approval by the Board, the Board shall assign to the City any of its rights and remedies for default by the Participating Employer.

SECTION V INDEMNITY AND INSURANCE

5.1 Indemnity. Each Stipend Contract shall require that the Participating Employer indemnify, save and hold harmless the Board, the City and their respective commissioners, officials, agents, employees and representatives, individually and collectively, from all claims, demands, actions and the like, made or instituted by third parties arising or alleged to arise out of the Program as a result of any act or omission of the Participating Employer or its subcontractors or subconsultants or any of their respective employees or agents; and further, the Board for itself and on behalf of CCC participants shall provide an indemnity to the City and related parties of similar scope with regard to any matters arising from or in connection with the Program.

5.2 Insurance. Each Stipend Contract shall require that the Participating Employer purchase and maintain during the implementation of the Program the types and amounts of insurance as shall be determined by the Board.

SECTION VI MISCELLANEOUS PROVISIONS

6.1 Term. This Agreement begins as of the date noted above and ends July 1, 2014, unless otherwise mutually agreed upon by the parties in writing.

6.2 Relationship. No provision of this Agreement, nor any act of the City or the Board shall be deemed or construed by any third persons to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City or the Board or CCC.

6.3 Compliance with Laws; Ethics. The Board shall undertake the Program in accordance with all applicable federal, state and local laws. Each party shall comply with its own applicable ethics rules, and when not in conflict, shall comply with the other party's applicable ethics rules.

6.4 Governing Law. Illinois law shall govern this Agreement.

6.5 Termination. Either party may terminate this Agreement for any reason upon seven (7) days' prior written notice to the non-terminating party. All undisbursed City Funds shall be returned to the City within 30 days following termination of this Agreement.

6.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties and it supersedes all prior oral or written agreements, negotiations and discussions with respect to the matters herein.

6.7 Modifications. This Agreement may only be modified or otherwise altered in writing signed by both parties.

6.8 Notices. All notices hereunder shall be deemed given if delivered: (i) In person; or (ii) on the third day after certified or registered deposit in the U.S. Mail, return receipt requested, postage pre-paid; or (iii) via overnight delivery by a nationally known delivery service with delivery charges pre-paid; or (iv) via same day delivery by a messenger service, with delivery charges pre-paid. Notices to the City shall be sent to the address noted above (with a copy to the City of Chicago, Department of Law, 121 N. LaSalle Street, Room 600, Chicago, IL 60602, Attention Finance and Economic Development Division) and notices to the Board shall be sent to the Office of the General Counsel, 226 W. Jackson Street, 14th Floor, Chicago, IL 60606, Attention General Counsel, or at such addresses as may be designated by the parties in writing.

6.9 Waiver. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and such party reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

6.10 Approval. This Agreement is subject to approval of the members of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois and of the City Council of the City of Chicago.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**Board of Trustees of Community
College District No. 508,
County of Cook and State of Illinois**

**City of Chicago,
Department of Housing and
Economic Development:**

By: _____
Paula Wolff
Board Chairman

By: _____
Andrew J. Mooney
Commissioner

APPROVED AS TO LEGAL FORM:

James M. Reilly
General Counsel

Exhibit A

Participating Employers; Graduate Employment Expectation

1. Allscripts, Inc. 35-50 Graduates