

**Exhibit B**

**Agreement among the Mayor, the President and the Partnership**

**(attached)**

## **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 and effective as of July 1, 2015, 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 107 of the Workforce Innovation and Opportunity Act, Public Law 113-128, July 22, 2014, 128 Stat. 1425, and the regulations issued thereunder (as amended, supplemented, modified or replaced, collectively, the "WIOA"), the chief elected officials ("CEOs") within a local workforce innovation area ("LWIA") are authorized to designate a fiscal agent or a grant sub-recipient for purposes of administering WIOA 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**, the Mayor and the Board President are the CEOs under WIOA with respect to LWIA Number 7 ("LWIA 7"), encompassing all of Cook County and the City (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**, pursuant to Section 107 of the WIOA, the Chicago Cook Workforce Innovation Board (the "Chicago Cook WIB") has been certified as the local workforce innovation board (the "LWIB") for LWIA 7; 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 effective July 1, 2015, 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 or repeal of the WIOA, (2) the dissolution of the reconfigured LWIA 7, (3) termination by any party in accordance with Section 12.4 of this Agreement or (4) June 30, 2018; provided, that, if any of (1)-(4) of this Section 2.1 shall occur, the parties agree to cooperate in the winding up of all issues related to this Agreement. Prior to the expiration of this Agreement due to the passage of time, the City, the County and the Partnership may agree to extend the term of this Agreement for up to two additional periods, each period not to exceed two years, so that the maximum term of this Agreement without additional approval of the Cook County Board and the Chicago City Council would be through June 30, 2022, subject to earlier termination according to this Section 2.1. Any extensions of this Agreement shall be in writing and shall, unless otherwise agreed by the parties, be executed not later than six months before the expiration of the then-current term of the Agreement.

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

3.1 Under the authority granted by the WIOA 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 WIOA. This designation shall remain in full force and effect until the earlier to occur of (a) the LWIA 7 CEOs agree to change such designation pursuant to Section 3.2 of this Agreement or (b) 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 WIOA funds or disallowed costs under WIOA 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 WIOA 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 WIOA 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 WIOA 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 WIOA requirements, negligence of The Partnership, and The

Partnership's failure to follow accepted standards of financial management or other failures to safeguard WIOA 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 WIOA 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 WIOA 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 D 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 E 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 C, 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 WIOA funds or any disallowed costs under the WIOA or other such claims related to the responsibilities of The Partnership under the WIOA or this Agreement.

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

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 parties agree to request that the Department of Commerce and Economic Opportunity reallocate any carry-over funds from the prior existing LWIAs to The Partnership.

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 WIOA 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 WIOA from the State, 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 WIOA funds for allowable workforce development activities on behalf of the LWIA 7 CEOs at the direction of the Chicago Cook LWIB, as required by the WIOA, 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 WIOA program income requirements. The Partnership further acknowledges that interest earned on funds received under WIOA 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 B 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 for all of LWIA 7. The Partnership will provide reports with respect to the performance outcomes compared to the City Targets and the County Targets to the LWIA 7 CEOs under this Section 7.1, (a) when the annual performance information is certified by DCEO, and (b) within 30 days after the end of each program year (which reports described in clause (b) may be preliminary since they may not have been submitted to or certified by DCEO, if applicable); provided, however, that only the reports described in clause (a) shall be used to determine compliance with the performance targets for purposes of this Agreement.

7.2 The City Targets and County Targets will be adjusted annually as follows:

- (a) By October 31, 2016, the City, the County and the Partnership shall agree on new City Targets and County Targets for the program year from July 1, 2016 through June 30, 2017. By **September 30** of each year beginning in 2017, the City, the County and the Partnership shall agree on new City Targets and County Targets for the current program year.
- (b) If the City, the County and the Partnership are unable by **September 30** of a program year (or October 31, 2016 for the program year from July 1, 2016 through June 30, 2017) to agree on new City Targets and County Targets for the current program year, the new City Targets and County Targets for the current program year shall be based on the prior program year's City Targets and County Targets, with the target for each performance measure increased by the average of the amount by which actual performance for such measure exceeded, if applicable, the City Targets and County Targets in each of the prior two program years.

7.3 [intentionally omitted].

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 of the State (the "Governor") for an independent LWIA for the City or the remainder County, as applicable, under the WIOA 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 WIOA programs.

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

limited to, 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awardees* and 2 CFR Part 2900 *et seq.*

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

8.7 The Partnership shall establish and manage an appropriate system for the award and administration of WIOA 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 WIOA 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 WIOA or State rules or policies related to WIOA.

8.11 The Partnership shall closely monitor all grant funds to ensure they are used to the maximum amount allowed under WIOA 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 WIOA 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 WIOA 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 county, the 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, 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 (unless otherwise specified below), within 30 days after the end of the calendar month to which the information pertains, to each of the LWIA 7 CEOs and the Chicago Cook WIB and shall meet, together or separately, with the LWIA 7 CEOs or their designees and with a representative of 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 or such other frequency as the Partnership and each such party, individually, may agree:

- (a) Reports and other documents that summarize the current financial conditions of all WIOA 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 together with an update on the planning and resource allocation decisions described in Section 8.17.
- (b) Reports and other documents that summarize current program performance in LWIA 7 against the negotiated performance standards required under the WIOA, including whether LWIA 7 is meeting, exceeding or failing to meet each performance standard, together with (i) any documents or reports submitted by the Partnership to the LWIB or to DCEO, (ii) the information set forth in Exhibit F to this Agreement, and (iii) supplemental information on program performance requested by either of the LWIA 7 CEOs, which may include information requested by the Workforce, Housing & Community Development Committee of the Cook County Board or the Committee on Workforce Development and Audit of the Chicago City Council, based on their review of the reports provided to such committees by the LWIA 7 CEOs.
- (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.

- (d) By June 30 of each year, a snapshot of the workforce development landscape in LWIA 7, including target industry employment levels and changes in employment levels, target industry earnings, overall employment rate and overall unemployment rate; provided that this requirement may be satisfied by delivering a copy of a report prepared for the LWIB or DCEO containing this information.

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

- (b) The Partnership shall prepare and retain 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.
- (f) The Partnership may purchase or secure health benefits for Partnership employees through the County's health benefit program upon authorization by the County's Risk Management Department; the Partnership will be responsible to compensate/reimburse the County for such health benefits including but not limited to any administrative costs for the County administering such benefits to the Partnership.

8.20 (a) The City is subject to the June 24, 2011 "City of Chicago Hiring Plan" (the "2011 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2011 City Hiring Plan prohibits 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 C 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:

- (a) The Partnership is an Illinois not-for-profit corporation, in good standing under the laws of the State.
- (b) 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 \_\_\_\_\_, 2016.
- (c) 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 Within 30 days of the receipt from the State by the Partnership of the notice of program year funding allocation, the Partnership shall forward to the LWIB (a) the proposed allocation of the funding for LWIA 7 between the City and the County areas outside of the City (the "Allocation"), and (b) a detailed description of the methodology used to prepare the proposed Allocation, including without limitation the formula and data sources for each factor used (collectively, the "Methodology").

Within fifteen (15) days of receipt of the proposed Allocation and Methodology from the Partnership, the LWIB shall make its recommendation of the Allocation and Methodology to the Mayor and the Board President. Within thirty (30) days of receipt of the Allocation recommendation, each of the Mayor and Board President shall either agree on the Methodology and the Allocation, or specify in writing any objections to the Methodology and the Allocation. Such objections shall be forwarded to the Co-Chairs of the LWIB. As soon thereafter as possible, representatives of the LWIB, Partnership, City and County shall meet to resolve the objection. In the event that the Mayor and the Board President do not provide written approval of the Methodology and the Allocation before the deadline for implementing the funding allocation for the next program year, then (x) the current program year's allocation of funding between the City and the County areas of LWIA 7 shall be used for one additional year, and (y) either the City or County may initiate any of the remedies described in Section 13.3 of the Intergovernmental Agreement between the County and the City, dated as of July 1, 2015 and shall, for purposes of such Section 13.3 be considered the "non-defaulting party."

8.24 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 October 5, 2016.
- (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.

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 October 5, 2016.
- (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.
- (e) The County through its Risk Management Department may authorize the Partnership to purchase health benefits for Partnership employees from the County under the County's health benefit program.

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 12.3 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 or the County is the non-defaulting party, the City or the County 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 509  
Chicago, Illinois 60602  
Attention: Mayor  
Facsimile: (312) 744- 2324

With copies to: City of Chicago Department of Law  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602  
Attention: Corporation Counsel  
Facsimile: (312) 742- 5185

If to the County: Cook County  
118 North Clark Street, Room 537

Chicago, Illinois 60602  
Attention: President  
Facsimile: (312) 603-6999

With copies to: Cook County  
118 North Clark Street, Room 537  
Chicago, Illinois 60602  
Attention: General Counsel  
Facsimile: (312) 603-9632

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

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

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

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

By: \_\_\_\_\_  
[\_\_\_\_\_] , Co-Chair, Board of  
Directors

**EXHIBIT A**

**BYLAWS OF THE CHICAGO COOK WORKFORCE PARTNERSHIP**

[not attached for ordinance purposes;

see ordinance Exhibit A, Agreement between the Mayor and the President]

**EXHIBIT B**

**PERFORMANCE MEASURES**

<b>Measure</b>	<b>Definition</b>	<b>City Target (7/1/15-6/30/16)</b>	<b>County Target (7/1/15-6/30/16)</b>
<b>Adult Entered Employment Rate</b>	The percent of total people who exited the program who are working during the first quarter after exit.	<b>70%</b>	<b>70%</b>
<b>Adult Employment Retention</b>	The percent of people who entered employment that retain employment in the second and third quarter after exit.	<b>76%</b>	<b>79%</b>
<b>Adult Average Earnings</b>	The average 2nd and 3rd quarter (6 months) earnings among people who retained employment	<b>\$11,650</b>	<b>\$12,000</b>
<b>Total Adults Entered Employment Per \$1,000,000 in WIOA Funding</b>	The total number of positive exits during the program year per \$1,000,000 in total WIOA funding assigned in that territory	<b>102.3</b>	<b>60.5</b>

*[Remainder of page intentionally left blank.]*

### WIOA Dislocated Worker Performance Measures

Measure	Definition	City Target (7/1/15-6/30/16)	County Target (7/1/15-6/30/16)
<b>Dislocated Entered Employment Rate</b>	The percent of total people who exited the program who are working during the first quarter after exit.	<b>78%</b>	<b>82%</b>
<b>Dislocated Employment Retention</b>	The percent of people who entered employment that retain employment in the second and third quarter after exit.	<b>82.5%</b>	<b>86%</b>
<b>Dislocated Average Earnings</b>	The average 2nd and 3rd quarter (6 months) earnings among people who retained employment	<b>\$16,000</b>	<b>\$17,000</b>
<b>Total Dislocated Entered Employment Per \$1,000,000 in WIOA Funding</b>	The total number of positive exits during the program year per \$1,000,000 in total WIOA funding assigned in that territory	<b>98.0</b>	<b>74.9</b>

*[Remainder of page intentionally left blank.]*

## WIOA Youth Performance Measures

Measure	Definition	City Target (7/1/12-6/30/13)	County Target (7/1/12-6/30/13)
<b>Youth Attained a Degree or Credential</b>	The percent of youth exiters enrolled in an academic program who earned a diploma, GED or certificate by the 3rd quarter after exit	<b>68%</b>	<b>67%</b>
<b>Youth Placed in Employment/Education</b>	The percent of youth exiters who are employed or enrolled in post secondary education by the first quarter after exit	<b>72%</b>	<b>70%</b>
<b>Youth Literacy and Numeracy Gains</b>	The percent of basic skills deficient youth who increase one educational grade level within a year	<b>57%</b>	<b>55%</b>
<b>Total Youth Positive Exits Per \$1,000,000 in WIOA Funding</b>	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 WIOA funding assigned in that territory	<b>60.6</b>	<b>23.8</b>

## EXHIBIT C

### 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 D

### 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 E

### 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 F**

### **Supplemental Information on Program Performance(\*)**

#### **For both Adult and Dislocated Workers (report separately)**

- Number of people who applied to receive services, sorted by client zip codes
- Number of people who were placed or entered employment, sorted by client zip codes
- The number of people who entered employment who retain employment 30 days, 60 days, 90 days, 6 months and one year after exit, together with earnings, sorted by client zip codes
- The industries and sectors in which people entered employment, sorted by number of people who entered employment in each industry or sector and by client zip codes

#### **For Youth**

- The number of youth who enrolled in an academic program who earned a diploma, GED or certificate, sorted by client zip codes and by diploma, GED or certificate attainment
- The number of youth who enrolled in post-secondary education or enrolled in a training program, sorted by client zip codes and by post-secondary education or training program status
- The number of youth who entered employment who retain employment 30 days, 60 days, 90 days, 6 months and one year after exit, together with earnings, sorted by client zip codes
- The number of basic skills deficient youth who increase one educational grade level within a year, sorted by client zip codes

(\*) subject to revision based on agreement of the parties.