

**Exhibit C**

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

**(attached)**

## **AGREEMENT AMONG THE CHIEF ELECTED OFFICIALS AND THE LOCAL WORKFORCE INNOVATION BOARD FOR LWIA 7**

This AGREEMENT AMONG THE CHIEF ELECTED OFFICIALS AND THE LOCAL WORKFORCE DEVELOPMENT BOARD 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 (the "City"), an Illinois municipal corporation and home-rule unit of government under the Constitution and laws of the State, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602, on behalf of the Mayor of the City (the "Mayor") and the CHICAGO COOK LOCAL WORKFORCE DEVELOPMENT BOARD (the "Chicago Cook WIB"), a governmental board established under 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").

### **RECITALS**

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

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

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

**WHEREAS**, 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 Cook County; and

**WHEREAS**, pursuant to Section 107 of WIOA, the Chicago Cook WIB has been certified as the LWIB for LWIA 7; and

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

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

### **SECTION 1. INCORPORATION OF RECITALS**

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

### **SECTION 2. TERM**

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

### **SECTION 3. PURPOSE**

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

### **SECTION 4. RESPONSIBILITIES UNDER WIOA VESTED EXCLUSIVELY IN LWIA 7 CEOs**

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

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

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

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

## **SECTION 5. SHARED RESPONSIBILITIES OF LWIA 7 CEOs AND CHICAGO COOK WIB UNDER WIOA**

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

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

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

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

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

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

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

6.1 In addition to the authority and responsibilities set forth in this Agreement, the Chicago Cook WIB, hereby agrees to perform the additional responsibilities set forth in Section 6.2 through Section 6.6 of this Agreement to the full satisfaction of the LWIA 7 CEOs:

6.2 Additional general expectations of the Chicago Cook WIB:

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

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

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

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

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

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

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

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

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

6.6 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 this Section 13.3 be considered the "non-defaulting party."

6.7 The Chicago Cook WIB hereby agrees that it shall not provide direct services under WIOA.

## **SECTION 7. CONFLICT WITH LWIB BYLAWS**

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

## **SECTION 8. DESIGNATION OF THE PARTNERSHIP AS ADMINISTRATIVE AGENT**

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

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

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

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

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

## **SECTION 10. COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE COUNTY**

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

- (a) It is a body politic and corporate under Illinois constitutional or statutory law, as applicable.
- (b) It has authority to execute and deliver this Agreement and to perform its obligations hereunder, and such execution, delivery and performance have been duly authorized by the Cook County Board of Commissioners by resolution adopted 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.



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

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

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

- (a) It is an administrative body established pursuant to the WIOA.
- (b) It has authority to execute and deliver this Agreement and to perform its obligations hereunder, and such execution, delivery and performance have been duly authorized by resolution of the Chicago Cook WIB adopted on \_\_\_\_\_, 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.

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

## **SECTION 12. DEFAULT BY CHICAGO COOK WIB AND REMEDIES OF LWIA 7 CEOs**

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

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

12.2 Cure Period. Upon the occurrence of an event described in Section 12.1, an WIB Event of Default shall not be deemed to have occurred unless the Chicago Cook WIB shall have failed to perform the defaulted obligation within thirty (30) days of its receipt of a written notice from the County or the City, as applicable specifying the default. Notwithstanding the foregoing, with respect to defaulted obligations which are not capable of being cured within such 30-day period, a Defaulting Party shall not be deemed to have

committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such 30-day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

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

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

## SECTION 13. NOTICE

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

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

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

With copies to:	Cook County State's Attorney 50 W. Washington Chicago, Illinois 60602 Attention: Chief, Civil Actions Bureau Facsimile: (312) 603-3000
If to the Chicago Cook LWIB:	The Chicago Cook WIB c/o The Chicago Cook Workforce Partnership 69 West Washington, Suite 2860 Chicago, Illinois 60602 Attention: Chief Executive Officer Facsimile: 312-603-9962
With copies to:	The Chicago Cook Workforce partnership 69 W. Washington, Suite 2860 Chicago, IL 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 City, the County and the Chicago Cook WIB shall have the authority to amend this Agreement, except that any amendment that would obligate the City or the County to provide any additional funds shall require the approval of the City Council and the County Board.

14.4 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between

the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[Signatures Appear On Next Page]*

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

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

By: \_\_\_\_\_  
Rahm Emanuel, Mayor

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

By: \_\_\_\_\_  
Toni Preckwinkle, President  
Cook County Board of  
Commissioners

Approved as to Form:

\_\_\_\_\_  
Assistant State's Attorney

CHICAGO COOK LOCAL WORKFORCE  
DEVELOPMENT BOARD

By: \_\_\_\_\_  
[\_\_\_\_\_] , Co-Chair

**Exhibit A**

**CHICAGO COOK WIB BYLAWS**

[not attached for ordinance purposes;  
see ordinance Exhibit A, Agreement between the Mayor and the President]