City of Chicago

SO2016-7124

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/14/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Agreements in conjunction with Federal Workforce Innovation and Opportunity Act
Committee(s) Assignment:	Committee on Workforce Development and Audit

SUBSTITUTE

ORDINANCE

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

WHEREAS, pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on June 6, 2012 and published at pages 28383-28484 of the Journal of the Proceedings of the City Council of such date, the City entered into certain agreements related to the consolidation of workforce development efforts of the City and the County of Cook (the "County") under the Federal Workforce Investment Act (the "WIA"); and

WHEREAS, workforce development efforts previously funded under the WIA are now funded under the Federal Workforce Innovation and Opportunity Act and the regulations issued thereunder (as amended, supplemented, modified or replaced, collectively, the "WIOA"); and

WHEREAS, the Mayor of the City of Chicago (the "Mayor") and the President of the Cook County Board of Commissioners (the "President") intend to continue collaboration regarding workforce development efforts under WIOA; and

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

WHEREAS, legislative approval of certain intergovernmental agreements consistent with the continuing collaboration regarding local workforce development efforts is in the best interests of the City and its residents.

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

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

SECTION 2. The City Council hereby approves, and the Mayor is authorized to execute on behalf of the City, subject to the approval of the Corporation Counsel as to form and legality, an agreement between the Mayor and the President regarding the Local Workforce Innovation Board (the "LWIB") established pursuant to WIOA, in substantially the form attached hereto as Exhibit A.

SECTION 3. The City Council hereby approves, and the Mayor is authorized to execute on behalf of the City, subject to the approval of the Corporation Counsel as to form and legality, an agreement between the Mayor, the President, and the Partnership with respect to the Partnership's responsibilities as the WIOA grant recipient and designated fiscal agent, in substantially the form attached hereto as Exhibit B.

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

SECTION 5. The Mayor shall make appointments to the local workforce innovation board.

SECTION 6. This ordinance shall be effective upon passage and approval.

Exhibit A

Agreement between the Mayor and the President

(attached)

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT (this "Agreement"), dated and effective as of July 1, 2015, is made by and between the COUNTY OF COOK (the "County"), a body politic and corporate and home-rule unit of government under the Constitution and laws of the State of Illinois, having its principal offices at 118 North Clark Street, Chicago, Illinois 60602, on behalf of the President of the Cook County Board of Commissioners (the "Board President"), and the CITY OF CHICAGO (the "City"), an Illinois municipal corporation and home-rule unit of government under the Constitution and laws of the State of Illinois (the "State"), having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602, on behalf of the Mayor of the City (the "Mayor").

RECITALS

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

WHEREAS, Section 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") authorizes the chief elected officials ("CEOs") within a local workforce innovation area ("LWIA") to enter into an agreement to specify the respective roles of each CEO under the WIOA; and

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

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

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

SECTION 1. INCORPORATION OF RECITALS.

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

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

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

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

SECTION 3. TERM.

3.1 This Agreement shall remain in effect from July 1, 2015 (the "Effective Date") until the earlier of (1) the termination or repeal of the WIOA, (2) the dissolution of LWIA 7 or (3) termination by either party in accordance with Section 13.3 of this Agreement; provided, that, if any of the events described in (1)-(3) of this Section 3.1 shall occur, the parties agree to cooperate in the winding up of all issues related to LWIA 7.

SECTION 4. ROLES AND RESPONSIBILITIES OF LWIA 7 CEOs.

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

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

5.1 LWIB Establishment and Appointments.

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

(b) *Appointment of LWIB Members.* The LWIA 7 CEOs have the exclusive responsibility to appoint members to the LWIB for LWIA 7 from the individuals recommended or nominated pursuant to the appointment process set forth under the WIOA. Each of the LWIA 7 CEOs has individual authority to appoint members of the Chicago Cook WIB as set forth in the WIB Bylaws and the provisions for service as a

member of the Chicago Cook WIB shall be governed by the provisions of the WIB Bylaws, which requirements must be in accordance with the WIOA and State WIOA policy. Each LWIA 7 CEO shall work to insure Chicago Cook WIB members are nominated and appointed in a timely manner.

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

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

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

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

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

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

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

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

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

6.6 Notwithstanding anything herein to the contrary, the parties acknowledge that The Partnership will not provide direct services under WIOA without the express written 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 to provide direct services under WIOA. Further, The Partnership will be required to meet certain performance targets as more fully set forth in the Partnership Agreement.

SECTION 7. FUNDING OF THE PARTNERSHIP.

7.1 The parties understand and agree that any funding needed by The Partnership in, other than the WIOA Title I funds received by The Partnership as grant sub-recipient under the WIOA for LWIA 7, shall be secured independently by The Partnership.

SECTION 8. FINANCIAL LIABILITY AND ALLOCATION OF FUNDING.

8.1 [intentionally omitted].

8.2 Notwithstanding the designation of The Partnership as the fiscal agent and grant sub-recipient for LWIA 7, the parties understand and agree that each CEO is financially liable for any WIOA funds improperly expended or disallowed costs. Pursuant to WIOA, both the City and the County will be held jointly and severally liable to the State for any improperly spent WIOA funds or disallowed costs; *provided, however,* that, with respect to each other, the County and the City shall each be responsible solely for improperly spent funds or disallowed costs within their respective units of local government as set forth in Section 8.3 below and the parties hereby agree to indemnify, defend and hold harmless the other party for any and all claims arising out or related to any and all improperly spent funds or disallowed costs allocable to its unit of local government prior to the Effective Date; *provided further, however that* the Mayor and the Board President agree to require The Partnership as grant sub-recipient and fiscal agent to assume primary responsibility for any improperly spent funds or disallowed costs under WIOA as set forth in the Agreement Among Chief Elected Officials and The Partnership as Fiscal Agent/Grant Sub-Recipient for LWIA 7 (the "CEO-Partnership Agreement").

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

8.4 . 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 this Agreement and shall, for purposes of Section 13.3 be considered the "non-defaulting party."

SECTION 9. COOPERATION WITH LWIB.

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

(a) local plan development and submission;

(b) selection of one-stop operators;

(c) certification of an established one-stop entity as the one-stop operator;

(d) approval of the LWIB's budget;

(e) WIOA program oversight;

(f) appointment of the youth council;

(g) agreement on the memorandum of understanding; and,

(h) approval of "additional" (i.e., non-required) one-stop partners.

9.2 The Board President and the Mayor shall use good faith efforts in cooperating with each other and the Chicago Cook WIB as required by Section 9.1 of this Agreement; *provided, that* if either party determines that cooperation is no longer possible or agreement can not be reached and such failure to cooperate or agree would have a material adverse effect on: (i) performance of either party's or the Chicago Cook WIB's obligations under the 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 13 of this Agreement.

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

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

(a) negotiation of local performance measures;

(b) agreement to permit the Chicago Cook WIB to provide basic or individual services (it being understood by the parties that the Chicago Cook WIB will not provide any direct services without the express written authorization of the Board President and the Mayor);

(c) designation of the Chicago Cook WIB as a one-stop operator (it being understood by the parties that the Chicago Cook WIB will not serve as a one-stop operator);

(d) coordination in the development of a reorganization plan following any LWIB decertification;

(e) coordination in the provision of rapid response activities;

(f) coordination in the establishment of fiscal and accountability management systems;

(g) consultation arrangements with the Governor or the Secretary of Labor concerning any activities in the local area funded by the State or by DOL.

10.2 Prior to communicating with the Governor as required by Section 10.1 of this Agreement, the Board President and the Mayor shall use good faith efforts to agree with the Chicago Cook WIB on the contents of such communication with the Governor; *provided, that* if either the Board President or the Mayor determines that cooperation is no longer possible or agreement can not be reached and such failure to cooperate or agree would have a material adverse effect on: (i) performance of either party's or the Chicago Cook WIB's obligations under the 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 13 of this Agreement.

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

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

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

(b) The City has authority to execute and deliver this Agreement and to perform its obligations hereunder, and such execution, delivery and performance

have been duly authorized by the City Council of the City by ordinance adopted 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.

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

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

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

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

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

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

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

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

SECTION 13. DEFAULT AND REMEDIES.

13.1 Events of Default. The failure of a party to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations required to be performed by it under this Agreement which is not cured within the cure period provided in Section 13.2 of this

Agreement, shall constitute an "Event of Default" by the City or County as applicable (the "Defaulting Party").

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

13.3 Remedies. Upon the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement and all related agreements and seek automatic designation from the Governor for an independent LWIA for the City or the remainder County, as applicable, under the 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.

In the event that the Mayor and the Board President disagree on the approval and adoption of the Annual Budget (as defined in the Agreement Among the Chief Elected Officials and the Local Workforce Innovation Board for LWIA 7, dated as of July 1, 2015), then either the City or County may initiate any of the remedies described in this Section 13.3 and shall, for purposes of this Section 13.3 be considered the "non-defaulting party."

SECTION 14. NOTICE.

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

If to the City:	City of Chicago 121 North LaSalle Street, Room 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 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 Chicago, Illinois 60602 Attention: Chief, Civil Actions Bureau Facsimile: (312) 603- 3000
With copies to:	Chicago Cook Workforce Partnership 69 W. Washington, Suite 2860 Chicago, Illinois 60602 Attention: Chief Executive Officer Facsimile: (312) 603-0328

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

SECTION 15. MISCELLANEOUS

15.1 Compliance with 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: _____
Rahm Emanuel, Mayor

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

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

Approved as to Form:

_____
Assistant State's Attorney

[Signature Page]

EXHIBIT A

BYLAWS OF CHICAGO COOK LWIB

(Attached)

CHICAGO COOK WORKFORCE INNOVATION BOARD
BYLAWS

ARTICLE I
NAME/SERVICE AREA/OFFICE LOCATION/DEFINITIONS/AUTHORITY

Section 1. Name
The name of this organization shall be the Chicago Cook Workforce Innovation Board (hereafter referred to as "the Board").

Section 2. Service Area
The Board shall serve the residents of Cook County, hereinafter referred to as Workforce Innovation Area # 7.

Section 3. Office Location
The official office location and mailing address shall be:

Chicago Cook Workforce Innovation Board
c/o The Chicago Cook Workforce Partnership
Ms. Karin Norington-Reaves, Chief Executive Officer
69 W. Washington, Suite 2860
Chicago, IL 60602

Section 4. Authority
The Board shall act as the Workforce Innovation Board ("WIB") for local Workforce Innovation Area 7. The Board shall conduct and engage in activities as set forth in the federal Workforce Innovation and Opportunity Act (hereinafter referred to as "WIOA"), applicable federal regulations, state, and local law.

Section 5. Definitions
For the purposes of these bylaws and consistent with WIOA, "Chief Elected Officials or Chief Local Elected Officials (CEOs)" are defined as the Mayor of the City of Chicago and the President of the Cook County Board of Commissioners and are referred to as CEOs.

ARTICLE II
VISION/PURPOSE/FUNCTION

Section 1. Vision
The vision for the Board is to serve as a strategic leader and convener of local workforce system stakeholders. The Board partners with employers and the workforce system to develop policies and investments that support workforce development system strategies meant to advance regional economies. The Board is further tasked with the development of effective approaches including local and regional sector partnerships and career pathways, and high-quality, customer-centered service delivery.

Section 2. Purpose
The purpose of the Board is to:

- Provide strategic and operational oversight in collaboration with the required and additional partners and workforce stakeholders to help develop a comprehensive and high-quality workforce system in the local area and the larger planning region;

- Assist in achievement of the State's strategic and operational vision and goals as outlined in the WIOA Unified State Plan, Economic Development Region #4 and Local Plans.
- Maximize and continue to improve the quality of services, customer satisfaction, and effectiveness of the services provided.

Section 3. Function

In partnership with the CEOs, the Board sets policy for the local workforce system consistent with State policies. The functions of the Board are described in WIOA Sec. 107(d) and are as follows:

A. Develop and submit a 4-year local plan for the local area, in partnership with the CEOs and consistent with Section 108 of WIOA;

B. Develop and submit a regional plan in collaboration with other local areas in the Northeast Economic Development Region #4. The local plan must be submitted as a part of the regional plan;

C. Conduct workforce research and regional labor market analysis as defined in section 107(d)(2) of WIOA;

D. Convene local workforce system stakeholders to assist in the development of the local plan under Section 108 and in identifying non-federal expertise and resources to leverage support for workforce activities;

E. Lead efforts to engage with a diverse range of employers and other entities in the region in order to promote business representation on the Board, develop effective linkages with employers in the region, ensure that workforce investment activities meet the needs of employers, and develop and implement proven or promising strategies for meeting the employment and skill needs of workers and employers;

F. With representatives of secondary and post-secondary education programs, lead efforts to develop and implement career pathways within the local area by aligning the employment, training, education, and supportive services that are needed by adults and youth, particularly individuals with barriers to employment;

G. Lead efforts in the local area to identify and promote proven and promising strategies and initiatives for meeting the needs of employers, workers and jobseekers, and identify and disseminate information on proven and promising practices carried out in other local areas for meeting such needs;

H. Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce system for employers, workers and jobseekers consistent with Section 107(d)(7) of WIOA;

I. In partnership with the CEOs for the local area, conduct oversight of: youth workforce investment activities authorized under WIOA Sec. 129(c), adult and dislocated worker employment and training activities under WIOA Secs. 134 (c) and (d); and entire one-stop delivery system in the local area; ensure the appropriate use and management of the funds provided under WIOA Subtitle 1B for the youth, adult, and dislocated worker activities and

one-stop delivery system in the local area; and ensure the appropriate use management, and investment of funds to maximize performance outcomes under WIOA Sec. 116;

J. Negotiate and reach agreement on local performance measures with the CEOs and the Governor;

K. Negotiate with CEOs and required partners on the methods for funding the infrastructure costs of one-stop centers in the local area in accordance with WIOA or notify the Governor if they fail to reach agreement at the local level and will use a State infrastructure funding mechanism;

L. Select providers of youth workforce investment activities, training services, career services, and one-stop operators in the local area as specified in WIOA, and where appropriate terminate such providers in accordance with 2 CFR Part 200;

M. In accordance with WIOA Sec. 107(d)(10)(E) work with the State to ensure there are sufficient numbers and types of providers of career services and training services serving the local area and providing the services in a manner that maximizes consumer choice, as well as providing opportunities that lead to competitive integrated employment for individuals with disabilities;

N. Coordinate activities with education and training providers in the local area, including reviewing applications to provide adult education and literacy activities under Title II for the local area to determine whether such applications are consistent with the local plan, making recommendations to the eligible agency to promote alignment with such plan, and replicating and implementing cooperative agreements to enhance the provision of services to individuals with disabilities and other individuals;

O. Develop a budget for the activities of the Board, with approval of the CEOs and consistent with the local plan and the duties of the Board;

P. Assess, on an annual basis, the physical and programmatic accessibility of all one- stop centers in the local area, in accordance with WIOA Sec. 188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.); and

Q. Certification of one-stop centers in accordance with WIOA.

ARTICLE III
MEMBERSHIP

Section 1. Composition

Board membership shall be composed of representatives required under WIOA and by policies established by the State of Illinois.

Under special circumstances, members may reside outside of the local area but must work within the boundaries of the local area. This special circumstance will be addressed on a case-by-case basis and must be approved by the appointing CEO or a majority of the WIB.

The Board members shall be appointed by the CEOs for Workforce Innovation Area # 7 in accordance with the following categories:

A. Business Sector – Members of this category shall constitute a majority of the membership of the Board. Members must be owners of businesses, chief executives or chief operating officers or other business executives or employers with optimum policy making or hiring authority. At least two business members must meet the requirements of a small business as defined by the Small Business Administration.

B. Workforce Sector – Members of this category shall constitute at least twenty percent (20%) of the membership. The members shall include at least two (2) representatives of labor organizations and one (1) representative of registered apprenticeship programs (if they exist in the area); may include representatives from community-based organizations that have demonstrated experience and expertise addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities; and may include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth.

C. Education and Training Sector – Local educational program representatives which shall include an eligible provider of adult education and literacy activities, and a representative of institutions of higher education providing workforce investment activities (including community colleges). The members may include entities administering education and training activities that represent local education agencies and community-based organizations with demonstrated expertise addressing the education or training needs of individuals with barriers to employment. No single member of a local board shall serve as a representative of the adult education and literacy activities under Title II and the institution of higher education providing workforce investment activities.

D. Governmental and Economic and Community Development Sector – Entities shall include economic and community development entities, Wagner-Peyser, Title I of the Rehabilitation Services Act of 1973. Members in this category may include a representative that administers local programs providing transportation, housing and public assistance in the local area or a representative of philanthropic organizations serving the local area.

E. Other Sector – May include such other individuals or representatives of entities as the CEOs may determine to be appropriate.

Section 2. Selection/Nomination

A. The CEOs shall make appointments and reappointments in accordance with the Intergovernmental Agreement between the CEOs dated as of July 1, 2015 (the "CEO IGA") and criteria established by the State of Illinois. For the business sector representatives, described in Article III, Section 1(A) above, each CEO will have the sole authority to appoint 50% of the total number of these members. All members other than business sector representatives shall be jointly appointed by the CEOs based on mutual agreement of the CEOs.

B. All representatives of organizations, agencies or other entities serving on the local board shall be individuals with optimum policy making authority within the organizations, agencies or entities they represent, and should represent the diverse geographic areas within the local area.

C. Business representatives are to be from local businesses and are appointed from among individuals nominated by local business organizations, local chambers of commerce and business trade associations. Reflecting the CEO IGA, approximately one-half of the business sector membership of the WIB shall be from the City of Chicago and approximately one-half of the business sector membership shall be from the surrounding Cook County area. This geographical balance of business sector membership on the WIB may be adjusted in the event of any reconfiguration or expansion of the geographic area served by the WIB or LWIA 7 to reflect new service boundaries.

D. Labor representatives are to be nominated by local labor federations or (for a local area in which no employees are represented by such organizations) by other representatives of employees, such as employee organizations and/or the State AFL-CIO, as recommended to the CEOs.

E. Representatives of local educational entities providing adult education and literacy activities and institutions of higher education (including representatives of community colleges) are to be nominated by each respective group if there are multiple providers in the local area.

Section 3. Term Limitations

Appointments to this board shall be made in accordance with the CEO IGA. Appointments and reappointments will occur on October 1 of each year.

Except as provided herein, members shall be appointed for fixed term of three (3) years and shall serve until their successors are appointed. For the initial appointment of the WIB, one-third shall be appointed for a term of one (1) year, one-third for a term of two (2) years and the remainder for a term of three (3) years. Thereafter, all appointments shall be for a term of three years. If the number of members is changed in the event of any reconfiguration of the geographic area served by the WIB or LWIA 7 in order to assure that WIB membership reflects the new service area boundaries, then the new member may be appointed for an initial term of less than three years to maintain the balance of term expirations.

Board members will serve until their term of office expires; or their status under which they were appointed changes; or the CEOs agree to revoke their appointments; or the member becomes incapacitated or otherwise unable to complete their term of office; or the member resigns.

When possible, members shall serve until their successors are appointed.

Section 4. Vacancies

Staff to the board shall notify the CEOs of a board member vacancy within ninety (90) days of the vacancy in order to ensure a prompt appointment to the vacancy.

Nominations for filling vacancies shall be made in the same manner as was made for the resigning member. Upon appointment, the member shall serve the unexpired term of the member whose vacancy he/she is filling.

For a member whose term has expired, the CEO with the applicable appointment power may reappoint that member or may appoint a different person.

Section 5. Proxy/Alternate Designee

In the event that a Board member cannot attend a Board Committee meeting, he/she may designate an alternate to represent him/her at the Board Committee meeting with voting privileges.

Section 6. Compensation/Reimbursement of Expenses

All members of the Board shall serve without compensation or reimbursement of personal expenses.

Section 7. Termination/Removal

A. Any member may resign from the Board upon written request to the Board Chairperson(s) and the respective CEO. If a member resigns prior to the expiration date of his/her term in office, the vacancy shall be filled by the CEO who appointed the resigning member.

B. Board member appointments may be revoked by the appointing CEO.

C. Board membership requirements include regular attendance at meetings of the Board and assigned committees. Any member may be removed from the Board if he/she has three (3) consecutive unexcused absences. The Executive Committee will review the reasons for the absences and may make a recommendation as to what actions, if any, should be taken.

D. Should a Board member cease to represent the category to which he/she was appointed to fill on the Board through change in status, or otherwise become disabled, ill or unable to perform his/her duties on the Board, he/she shall be removed upon recommendation of the Executive Committee to the CEOs.

E. A member may be removed for cause by 75% of the entire Board upon recommendation of the Executive Committee and in conjunction with the CEOs.

Section 8. Other Conditions

No conditions other than those previously outlined in these By-Laws, the Workforce Innovation Opportunity Act and its corresponding regulations, and Illinois state policies are required with respect to memberships.

ARTICLE IV
BOARD OFFICERS

Board members shall nominate a slate of officers for the Board. The officers shall consist of:

- Co-Chairpersons –one appointed by each CEO
- Treasurer
- Secretary

The slate of officers shall be selected for a two (2) year term based upon a majority vote of the quorum present at the regular meeting in June. The slate of officers shall take office in July. The Board Chairperson(s) must be nominated from among the Board's business representatives.

Section 1. Chairperson(s)
The Chairpersons -

- Shall preside at all Board meetings;
- Shall preside at all Executive Committee meetings;
- Shall establish agendas for each Board and Executive Committee meeting together with Board staff
- Shall sign, on behalf of the Board, all necessary legal documents;
- Shall establish such ad hoc committees as the Board deems necessary to carry out its responsibilities;
- Shall appoint, all members of the standing committees and ad hoc committees;
- Shall be the official representative of the Board, as required;
- May call special meetings of the Board;
- Shall present an annual report to the Board; and
- Shall be an advisory member of all committees.

Section 2. Others

Treasurer. The Treasurer shall be an Officer elected by the Board. The Treasurer shall be the principal accounting and financial officer of the Corporation. He or she shall (a) have charge of and be responsible for the maintenance of adequate books of account for the Corporation; (b) work with the Chief Financial Officer of the Chicago Cook Workforce Partnership for the oversight of funds; and (c) perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the Chief Executive Officer or by the Board.

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

Section 3. Removal
Any officer may be removed by an affirmative vote of 75% of the entire Board whenever in its judgment the best interests of the Board may be served thereby. Grounds for removal shall include, but not be limited to, conduct involving moral turpitude.

ARTICLE V
COMMITTEES

The Board's Chairperson(s) shall have the power to create standing and ad hoc committees and to assign committee chairs and members. Committees shall meet at the call of the committee

chair as necessary. Meetings shall be conducted in the same manner and formality as regular Board meetings following Robert's Rules of Order and the Illinois Open Meetings Act.

All Committees, except the Executive, are advisory and will make recommendations to the full Board.

Section 1. Executive Committee

The Executive Committee. The formal leadership and management of the WIB are assigned to the Executive Committee. The membership of the Executive Committee shall include (a) the Board Officers (Co-Chairs, Treasurer, and Secretary) and the Chair or Co-Chairs of each of the standing committees of the board, and (b) the number of persons elected by members of the WIB from among the members of the WIB to ensure that a majority of the Executive Committee, including any members described in clause (a), are members of the WIB who are representatives of business sectors described in Article III, Section 1(A) above.

The WIB Co-Chairs shall serve as the Co-Chairs of the Executive Committee. The Executive Committee is authorized to act on behalf of the full WIB in the event of an urgent matter that requires action prior to the next scheduled WIB meeting; provided that any actions of the Executive Committee are subject to ratification by the WIB at the next regularly scheduled meeting. The Executive Committee's leadership and management responsibilities include assuring a relevant strategic agenda, effective committees, well-prepared materials, well-managed meetings and WIB continuing education.

The Executive Committee receives and acts on recommendations from all other Committees before making recommendations to the WIB for ratification by the full WIB. The Executive Committee shall meet at least quarterly.

Executive Committee Responsibilities are fully set out in Attachment A.

Section 2. Standing Committees

The standing committees must include individuals appointed by the Board who are not members and who the Board has determined have demonstrated experience and expertise by contributing to the field of workforce and economic development, human resources, training and development, or a core program function; or the Board recognizes for valuable contributions in education or workforce development related fields.

To ensure Board members actively participate in board functions, each member will actively serve on at least one committee. The Executive Committee will survey the membership as to their interest and appoint members to the committees.

The Standing committees of the Board shall consist of:
Executive Committee
Finance Committee
Youth Committee
Service Delivery Committee
Business Relations Committee
Inclusion Committee
Strategic Planning Committee

Standing Committee Responsibilities are fully set out in Attachment A.

The Youth Committee. Due to the extraordinary needs of opportunity youth in LWIA 7, the WIB has created a non-mandatory Youth Committee to help define and meet the needs of this community, thus, a Youth Committee shall be established as a subgroup of the Board. Youth Committee members shall be appointed by the Board Co-Chairs, who will also appoint the co-chairs of the youth committee. The Chair of the Youth Committee shall be a member of the WIB and the Executive Committee. The Youth Committee shall be Board members and appointed members who have experience and expertise in youth programs. The Committee shall perform the duties as defined by the WIB. Members of the Youth Committee who are not appointed members of the WIB will be considered as non-voting members of the WIB. Agencies funded by WIOA grant funds shall not be members of the Youth Committee.

The Service Delivery Committee. The members of the Service Delivery Committee shall be appointed by the Co-Chairs from among the members of the Board and other appointed members who have experience and expertise in adult and dislocated worker programs. The Board Co-Chairs shall appoint a chair or co-chairs to the committee. The Service Delivery Committee shall monitor and review policy changes affecting the distribution of all funds and shall monitor, review and make recommendations to the Board on the distribution of Dislocated Worker and Adult funds under WIOA. Members of the Service Delivery Committee who are not appointed members of the WIB will be considered as non-voting members of the WIB consistent with WIOA.

The Finance Committee. The Co-Chairs shall appoint a Finance Committee of three (3) to five (5) members, including the Treasurer. A majority of the members of the Finance Committee shall also be members of the Board of Directors. The Treasurer shall serve as Committee Chair. Pursuant to the control of the Board of Directors and Executive Committee, the Finance Committee will recommend fiscal policies including purchasing and cost control policies and procedures for the Corporation. The Finance Committee will meet routinely with the Chief Executive Officer and the Chief Financial Officer of the Corporation (the "CFO") to review the Corporation's financial position, discussing related events and matters of policy. The Committee Chair will chair all meetings and collaborate with the CFO in establishing agenda items and setting meeting direction. The Finance Committee will report to the Executive Committee.

The Inclusion Committee. The Inclusion Committee Co-Chairs will be appointed by the Co-Chairs of the Workforce Innovation Board (WIB) and the committee members will include WIB Board members and disability experts from a wide array of organizations in Cook County. As such, The Chicago Cook workforce system of Comprehensive One Stop and Affiliate Workforce Centers, and Delegate Agencies will maintain a culture of inclusiveness for customers with disabilities in compliance with Section 188 of the Workforce Innovation and Opportunity Act (WIOA), the Americans with Disabilities Act Amendments (ADAAA) and other applicable statutory and regulatory requirements.

Section 3. Ad Hoc Committees

The Board may have ad hoc committees, as necessary, and as determined by the Board Chairperson(s). Chairpersons of ad hoc committees may not be voting members of the Executive Committee.

ARTICLE VI
MEETING PROCEDURES

Section 1. Procedures

a. Regular meetings of the Board shall be held at a place or places to be determined by the members, at such times and as often as they may deem necessary. Board meetings shall be held not less frequently than quarterly.

b. Committee meetings shall be conducted in the same manner and with the same formality as regular Board meetings. Committee meetings shall be held not less frequently than quarterly.

c. When parliamentary procedures are not covered by these bylaws, Robert's Rules of Order, Revised, shall prevail.

d. All Board and related meetings such as committee meetings shall be subject to the Sunshine provisions under WIOA and the Illinois Open Meetings Act. The Board shall conduct its meetings according to the provisions of these current laws and any and all subsequent amendments.

e. Minutes of the Board, Standing Committees, and Ad Hoc Committees shall be kept of all meetings and shall be available for anyone who requests to see them, and shall be reviewed and approved at the next Board or Committee meeting as appropriate.

f. Board committees shall meet at the call of the Standing or Ad Hoc Committee Chairperson.

g. Special meetings of members may be called at any time by the Chairperson(s) or by a petition signed by not less than one-third of the membership of the Board setting forth the reason for calling such a meeting.

h. Board staff shall send written notice of each meeting to Board members following the Illinois Open Meetings Act requirements.

i. The public shall be informed of meetings through notice which shall state the purpose of the meeting, the time and the place(s). Special meeting notices shall state the purpose of the meeting and whether it has been called by the Chairperson(s) or by petition.

j. Participation in meetings shall be limited to the voting members of the Board and the CEOs with the following exceptions:
   - Committee meetings, in which it is mandated by law that members be both Board members and non-members.
   - Regularly scheduled agenda items that call for reports or participation by non-members.
   - At the discretion of the Chairperson(s) and with the consent of the Board, comment or other participation by non-members which is relevant or material to the matter under consideration before the group.

- There shall be a "Public Comment" item regularly scheduled at all meetings at which the Chairperson(s) may recognize members of the public and non-voting Board members.

k. In matters of routine business, the chair may assume general (unanimous) consent unless or until someone objects. In those cases, a regular vote will be required.

Section 2. Quorum
The Board or its committees shall conduct no official business in the absence of a quorum. A quorum of the full board and the Executive Committee shall consist of 51% of the voting members. A quorum of the standing committees or ad hoc committees shall be 33% of voting members of standing committees or ad hoc committees.

Section 3. Technology
The Illinois Open Meetings Act (5 ILCS 120/2.01) as amended requires that all public meetings be held at specified times and places which are convenient and open to the public.

It also requires that a quorum of members of a public body must be in person or by telephone at the location of an open meeting. According to the Act as amended, however, an open meeting of a public body that is a local workforce innovation area with jurisdiction over a specific geographic area of more than 4,500 square miles is held simultaneously at one of its offices and one or more other locations in a public building, which may include other of its offices through an interactive video conference, and the public body provides public notice and public access as required under the Act for all locations, then members physically present in those locations all count towards determining a quorum.

Per 5 ILCS 102/7(d), the attendance by means other than physical presence shall not apply to closed meetings of local workforce innovation areas with jurisdiction over a specific geographic area of more than 4,500 square miles. Local workforce innovation areas with jurisdiction over a specific geographic area of more than 4,500 square miles, however, may permit members to attend meetings by other means only in accordance with and to the extent allowed by specific procedural rules adopted by the body.

"Public building" means any building or portion thereof owned or leased by any public body.

"Other means" means by video or audio conference.

The rules for the Board on procedures regarding meetings via electronic means are included in Addendum B.

Section 4. Voting Rights – Absentee Voting
Each member shall be entitled to one (1) vote on each matter submitted to a vote of the members unless a conflict of interest arises. Meetings include both in-person and telephonic assemblages.

Alternate/Proxy with voting rights.
In the event that a Board member cannot attend a meeting, he/she may designate an alternate to represent him/her at the Board meeting. Alternates/proxies may discuss Board business and relate the member's opinion to the Board and shall have voting rights for the member.

Section 5. Conflict of Interest
When an issue presents a possible conflict of interest for a member, that member shall disclose the potential conflict of interest and shall abstain from voting on the matter for which a potential conflict of interest exists. A conflict of interest is any matter that has a direct bearing on services to be provided by the member or any organization such member directly represents, or any matter which would provide direct financial benefit to the member of the immediate family of the member or any organization they represents.

ARTICLE VII
INDEMNIFICATION

Section 1.
The Board shall indemnify any Board member, staff person, officer, or former Board member, staff person, or officer for expenses actually and reasonably incurred by him/her in connection with the defense of any action, suit or proceeding, civil or criminal, in which he/she is made a party by reason of being or having been a Board member, staff person, or officer, except in relation to matters in which he/she was adjudged, in the action, suit or proceeding, to be liable for negligence or misconduct in the performance of his/her Board duties.

Section 2.
The right to indemnification under this Article is only available to the extent that the power to indemnify is lawful and to the extent that the person to be indemnified is lawful and to the extent that the person to be indemnified is not insured or otherwise indemnified.

Section 3.
The Board shall have the power to purchase and maintain insurance sufficient to meet this Article's indemnification requirements.

ARTICLE VIII
GENERAL

Section 1. Right of Policy
Nothing in these bylaws shall be construed to take precedence over Federal, State, or local laws or regulations or to constrain the rights or obligations of the CEOs.

Section 2. Enactment Provision
These bylaws shall become effective after approval by a 51% vote of Board membership after due notice to Board members. Said notice shall be made no less than seven (7) days prior to the meeting at which these bylaws are enacted.

Section 3. Amendment
Upon approval of the CEOs, these bylaws may be amended at any regular or special meeting of the Board by an affirmative vote of 51% of the full Board. Notice must be given to Board members specifying or summarizing the proposed changes. Such notice shall be made no less than fifteen (15) days prior to voting.

Section 4. Termination of Board
The Board shall remain in existence until the Workforce Innovation and Opportunity Act expires or is repealed by Congress; the Board is dissolved for cause by the Governor of the State of

Illinois; or if the Workforce Innovation Area is re-designated by the Governor of the State of Illinois.

Section 5. Contracts
The Board may authorize, when appropriate, any officer, member or staff, in addition to the officers so authorized by these bylaws, to enter into any contract in the name of and on behalf of the Board. Such authority will be limited to specific instances. Procurement and grant awards shall follow all applicable requirements for competitive bidding, whether imposed by law or regulation (including, in the case of WIOA-funded procurements and grants, the requirements of WIOA) or by the funders.

Section 6. Books and Records
The Board shall keep correct minutes of the proceedings of the Board and its Standing Committees, which shall include but are not limited to:

- the date, time and place of the meeting;
- the members of the public body recorded as either present or absent; and
- a summary of discussion on all matters proposed, deliberated, or decided, and a record of any votes taken.

The minutes along with a record giving the name and address of all members and officers of the Board entitled to vote shall be kept in the Administrative Entities' office. Board attendance records will be kept and reviewed by the CEOs on a regular basis.

Section 7. Effective Dates
These bylaws and any amendments thereto shall become effective immediately upon adoption, and shall remain in continuous effect from that date until otherwise amended.

Adopted on the _____day of _____, 20__.

Revised on the _____day of _____, 20__.

Addendum A

Executive and Standing Committee Responsibilities

Executive Committee

The Executive Committee's responsibilities include, but are not limited to:

a. Serve as liaison to elected officials;
b. Link with other community boards;
c. Coordinate agendas of other committees;
d. Develop a committee/board dispute resolution policy;
e. Review recommendations from committees to ensure they are in accordance with federal, state, and local criteria in order to make recommendations to the Board;
f. Review and revise bylaws periodically;
g. Oversee the development of the four-year local plan, review to assure alignment of Core Partner Programs, and recommend modifications as needed;
h. Determine local labor market needs;
i. Recommending eligible providers of training services described in section 122 in the local area and approving eligible providers of training services described in section 122 in the local area;
j. Propose new initiatives to meet local needs;
k. Managing internal and external WIB communications;
l. Recommend an annual Board budget;
m. Explore new funding streams and options, including fee-for-service options;
n. Responsible for reviewing one-stop operator proposals and recommending their choice to the full board; and
o. Reviewing, on a quarterly basis, the membership of the WIB for composition and attendance, and making recommendations to the WIB Co-Chairs.

Youth Committee

Due to the extraordinary needs of opportunity youth in LWIA 7, the WIB has created a non-mandatory Youth Committee to help define and meet the needs of this community, thus, a Youth Committee shall be established as a subgroup of the Board. Youth Committee members shall be appointed by the Board Co-Chairs, who will also appoint the co- chairs of the youth committee. The Chair of the Youth Committee shall be a member of the WIB and the Executive Committee. The Youth Committee shall be Board members and appointed members who have experience and expertise in youth programs. The Committee shall perform the duties as defined by the WIB. Members of the Youth Committee who are not appointed members of the WIB will be considered as non-voting members of the WIB. Agencies funded by WIOA grant funds shall not be members of the Youth Committee.

The Youth Committee's responsibilities include, but are not limited to:

a. A focus on concerns about the preparedness of youth for jobs and careers throughout the county;
b. Particular concern around the needs of those youth having multiple barriers requiring special attention in their preparation as successful job seekers and employees; and
c. A focus on the Partnership WIOA youth programs as well as national programs such as 100,000 Opportunities (100k) which seeks to provide opportunities for young adults between the ages of 18 to 24 who are neither working or in school.

Service Delivery Committee

The members of the Service Delivery Committee shall be appointed by the Co-Chairs from among the members of the Board and other appointed members who have experience and expertise in adult and dislocated worker programs. The Board Co-Chairs shall appoint a chair or co-chairs to the committee. Members of the Service Delivery Committee who are not appointed members of the WIB will be considered as non-voting members of the WIB consistent with WIOA.

The Service Delivery Committee's responsibilities include, but are not limited to:

a. Expertise and experience in evaluating WIOA adult and dislocated worker programs;
b. Monitoring and reviewing policy changes affecting the distribution of all funds;
c. Researching best practices from around the country;
d. Developing standards for and monitoring of continuous quality improvement as it relates to the workforce investment system;
e. Making recommendations to the WIB regarding the local performance measures to be negotiated between the WIB, CEOs and the Governor;
f. Reviewing and modifying of program policies including but not limited to supportive services and self-sufficiency;
g. Reviewing and modifying local customer grievance procedures;
h. Establishing programs and services to assist employers in meeting their hiring needs by:
i. Identifying the appropriate assessment process and mix of core and intensive services;
j. Identifying eligible providers of core, intensive and training services for adults and dislocated workers;
k. Identifying training programs that will allow job seekers to select a training program that is directly linked to the employment opportunities either LWIA 7 or in another area to which the individual is willing to relocate;
l. Identifying training services that are directly linked to occupations that are in demand in the local area in sectors of the economy that have a high potential for sustained demand or growth;
m. Establishing a competitive process to award contracts;
n. Monitoring performance and certification/recertification progress and conducting evaluations of providers and trainers;
o. Monitoring Compliance with Federal Regulations regarding eligibility, enrollments/completions, exits and retention benchmarks for individual training accounts;
p. Identifying and responding to service and training provider technical assistance needs and providing support when new policies and initiatives are enacted at the federal, state and WIB level affecting WIB activities; and
q. Monitoring, review and making recommendations to the Board on the distribution of Dislocated Worker and Adult funds under WIOA.

Finance Committee

The Co-Chairs shall appoint a Finance Committee of three (3) to five (5) members, including the Treasurer. A majority of the members of the Finance Committee shall also be members of the Board of Directors. The Treasurer shall serve as Committee Chair. Pursuant to the control of the Board of Directors and Executive Committee, the Finance Committee will recommend fiscal policies including purchasing and cost control policies and procedures for the Corporation. The Finance Committee will meet routinely with the Chief Executive Officer and the Chief Financial Officer of the Corporation (the "CFO") to review the Corporation's financial position, discussing related events and matters of policy. The Committee Chair will chair all meetings and collaborate with the CFO in establishing agenda items and setting meeting direction. The

Finance Committee will report to the Executive Committee.

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

a. Developing budgets;
b. Determining that all costs for which WIA Grant Funds are being used are reasonable and allowable under Federal Regulations;
c. Tracking contractual obligations, allocations and expenditures to ensure maximum use of funds;
d. Tracking key financial metrics, including but not limited to required allocations (by percentages) to training and obligations;
e. Performing annual audits, if required by the Laws or cooperating with the State, if the State conducts the audit;
f. Monitoring timely payment of contractors, agencies, affiliates and other entities doing business with and for the WIB;
g. Working closely with the Treasurer and his or her office in monitoring the financial condition of LWIA 7; and
h. Report to the WIB and the Executive Committee on grant status, grant awards, audit findings and solutions to issues raised by such audits.

Strategic Planning Committee

The Strategic Planning Committee's responsibilities include, but are not limited to:

a. Researching and assessing employment trends, local economic conditions, labor market challenges and opportunities and economic development priorities;
b. Collaborating with growing businesses to anticipate future workforce needs;
c. Soliciting grants and other funds for projects;
d. Leveraging resources to meet the needs of industries operating in LWIA 7; and
e. Advising the WIB on strategic partnerships with local other workforce boards and entities (including institutions and industry and business representatives), such as the Workforce Board of Metropolitan Chicago and the Illinois Workforce Board.

Business Relations & Economic Development Committee

The Business Relations & Economic Development Committee's responsibilities include, but are not limited to:

a. Providing opportunity for service providers, training providers and other interested parties to discuss policies, practices and initiatives with the WIB;
b. Developing a list of current business services and identifying new services and products to respond to the local labor market;
c. Ensuring the smooth and effective delivery of service to the business/employer community;
d. Recommending marketing strategies to connect workforce system services to the employer community and the job-seeking community; Identifying and recruiting local business and economic development partners to expand, enhance and improve local business services and programs; and
e. Working with WIB and service providers to develop new job placement opportunities.

Inclusion Committee

The Chicago Cook workforce system of Comprehensive One Stop and Affiliate Workforce Centers, and Delegate Agencies will maintain a culture of inclusiveness for customers with

disabilities in compliance with Section 188 of the Workforce Innovation and Opportunity Act (WIOA), the Americans with Disabilities Act Amendments (ADAAA) and other applicable statutory and regulatory requirements.

The Inclusion Committee Co-Chairs will be appointed by the Co-Chairs of the Workforce Innovation Board (WIB) and the committee members will include WIB Board members and disability experts from a wide array of organizations in Cook County.

The Inclusion Committee's responsibilities include, but are not limited to advising on:

a. Access and inclusion in Chicago Cook workforce agencies and workforce services for adults and youth with disabilities;
b. Assist in training WIOA workforce professionals to provide services to all customers, regardless of their range of abilities, mobility, age, language, learning style and educational level;
c. Implementation of WIOA and strategies of referrals for customers to all WIOA partners agency services; and
d. Workforce and Economic Development Data, and Labor Market Information for people with disabilities.

Addendum B

Policy on Meetings via Electronic Means

Procedures Regarding Meetings and Conferencing via Electronic Means

The Illinois Open Meetings Act as amended requires that all public meetings be held at specified times and places which are convenient and open to the public. It also requires that a quorum of members of a public body must be physically present at the location of an open meeting. According to the Act as amended, however, in some cases if an open meeting of a public body is held simultaneously at one of its offices, and one or more other locations in a public building, which may include other of its offices through an interactive video conference, and the public body provides public notice and public access as required under the Act for all locations, then members physically present in those locations all count towards determining a quorum. Included in the exceptions to the single open meeting location requirement are local workforce innovation areas with jurisdiction over a specific geographic area of more than 4,500 square miles [5 ILCS 120/7(d)], as long as they adopt specific procedural rules.

The Board believes it is in the best interest of its members, systems, and customers that the fullest participation and attendance in all meetings be achieved whenever possible. Furthermore, it recognizes that the use of electronic, audio or video conferencing for meeting attendance and voting requirements is permissible so long as the meeting is conducted in accordance with the Open Meetings Act. The Board in all of its regular and special, standing committee, and ad hoc committee meetings complies with and intends to comply with the provisions of the Open Meetings Act, as amended.

Therefore, the Board hereby adopts this policy, to be used when needed, to make use of the capabilities for conferencing by electronic means or any other type of audio or video conferencing for its meetings *or* any of the standing committee and ad hoc committee meetings as set forth and adopted according to the following rules as applicable:

A. All pertinent provisions of the Open Meetings Act must be complied with, including specifically the proper notice of any regular or special meeting, the proper record keeping or minutes of each meeting, the appropriate agenda preparation for each meeting, which in addition shall be posted along with the notice of the meeting; and, in particular, any use of closed sessions shall be in compliance with the provisions of the Act.

B. That sufficient security and identification procedures are employed, either at the outset of any meeting or at any time during the meeting as appropriate, to ensure that any and all members attending for discussion or voting purposes are in fact authorized members with the right to speak and vote.

C. Pursuant to the Open Meetings Act, the requirement in 5 ILCS 120/7(a) that a quorum of members of the Board must be physically present at the location of the meeting shall NOT apply because 5 ILCS 120/7(d) of the Act specifically excepts local workforce innovation areas of the specified size from such requirements, and authorizes them to permit attendance by other means in accordance with procedural rules such as those contained herein. Specifically, Board and committee members may attend by video

and/or audio conferencing or by other electronic means for quorum and voting purposes in accordance with these provisions.

D. All Board and committee members attending meetings by electronic conferencing shall be entitled to vote as if they were personally and physically present at the meeting site so long as a quorum is, in total, present and accounted for, but their votes shall be recorded by the Secretary as done by electronic attendance.

E. A Board or committee member who attends a meeting by electronic, video or audio conference must provide notice to the recording Secretary at least 24 hours prior to the meeting unless such advance notice is impracticable.

F. A member may attend a Board or committee meeting through electronic/video/audio conferencing if, in the opinion of the member, his or her physical presence at the meeting is unable to be obtained or is inconvenient for any reason including, but not limited to reasons such as personal schedule or time conflicts, inclement weather, length of required travel time, the high cost of such travel, or vehicle, fuel or time involved.

G. As soon as it becomes apparent to the Secretary that a meeting will include electronic/audio/video conferencing, all subsequent notices of the meeting shall indicate that one or more members will or may be attending by such means. In the event that the notice of the meeting has already been disseminated and posted, a follow-up notice indicating the above shall be placed as soon as possible. In the event any news media have filed the annual request for notice of meetings, they shall receive an updated notice in the same manner as given to all members of the Board and its committees.

H. The meeting minutes shall include, but need not be limited to: i) the date, time and place of the meeting; ii) the members who were either present or absent from the meeting and whether those members in attendance were physically present or present by audio conference, video conference or by other electronic means; and iii) a summary of discussion on all matters proposed, deliberated, or decided, and iv) a record of any votes taken.

I. The location of the meeting included on the notice shall be equipped with a suitable transmission system (e.g., a speakerphone) in order that the public audience, the members in attendance and any staff in attendance will be able to hear any input, vote or discussion of the conference and that the member attending by electronic means shall have a similar capability of hearing and participating in such input, vote or discussion.

J. As the Board or its committees begin each new matter of business, the chair will check with all remote location(s) where members are to ensure that each such connection is active and not muted.

K. When a motion is made, and seconded, and discussion regarding the motion begins, the chair will check that the connection with remote location(s) where members are present is active and not muted. Prior to closing discussion and taking any vote, the chair will ask all remote location(s) where member(s) is(are) present whether there are any additional comments, questions, or information to be added to the discussion.

L. All decisions will be made using majority rule except when a higher vote is required.

There will be no muting of any connections with remote location(s) where members are present at any time. There will be no sidebar discussions.

M. No later than 48 hours before a scheduled meeting of the Board or its committees, each system will advise the Open Meetings Act designee regarding all of the documents that have been posted for any such meeting, and any and all locations where the documents have been posted.

N. The procedures outlined above shall also apply to each Board and its committee members.

EXHIBIT B

BYLAWS OF THE CHICAGO COOK WORKFORCE PARTNERSHIP

(Attached)

AMENDED AND RESTATED
BY-LAWS OF

CHICAGO COOK WORKFORCE PARTNERSHIP

ARTICLE I

NAME

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

ARTICLE II

PURPOSES

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

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

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

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

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

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

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

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

(g) coordinate and collaborate with and undertake activities to support the day to day operations of the Chicago Cook Workforce Innovation Board (the "CCWIB") for local workforce innovation area Number 7 ("LWIA 7") created 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"); and serve as fiscal agent, grant sub-recipient and administrative entity for LWIA7; and

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

ARTICLE III

REGISTERED OFFICE, AGENT AND SEAL

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

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

ARTICLE IV

MEMBERS

There shall be no members of the Corporation.

ARTICLE V

BOARD OF DIRECTORS

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

Section 2. Number, Tenure and Qualifications. The number of directors that shall constitute the whole Board shall be at least 7 and no more than 12. The Board shall consist of all of the members of the Executive Committee (the "CCWIB Executive Committee") of the CCWIB. Each member of the CCWIB Executive Committee shall serve, without any further action by the Board, as a Director of the Corporation for the period during which they serve as a member of the CCWIB Executive Committee.

Section 3. Co-Chairs of the Board. The Co-Chairs of the Board (the "Co-Chairs" or the "Co-Chairs of the Board") shall consist of the Co-Chairs of the CCWIB. Each Co-Chair of the CCWIB shall serve, without any further action by the Board, as a Co-Chair of the Board for the period during which they serve as a Co-Chair of the CCWIB. The Co-Chairs of the Board shall preside over regular and special meetings of the Board. The Co-Chairs of the Board shall call special meetings upon proper requisition or when deemed expedient. The Co-Chairs shall

appoint standing committee chairpersons and may appoint ad-hoc committees and their chairpersons, as necessary, for short-term projects of business. The Co-Chairs shall organize the Board schedule and agenda and assign responsibilities to standing committees.

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

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

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

Section 6. Special Meetings. Special meetings of the Board may be called by or at the request of the Chief Executive Officer, the Co-Chairs or a majority of the Directors entitled to vote. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meeting of the Board called by them.

Section 7. Notice. Notice of any Special meeting of the Board shall be given at least two days prior to such meeting by written notice delivered personally or sent by mail, facsimile transmission or e-mail transmission to each Director at his or her address, facsimile number or e- mail address, as applicable, as shown by the records of the Corporation. If written notice is given personally or by mail, such notice shall be deemed to be delivered when deposited in the United States mail or delivery service in a sealed envelope

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

Section 8. Quorum.

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

Section 9. Manner of Acting. Unless otherwise required by these By Laws, the Act or the Articles of Incorporation of the Corporation, the act of a majority of the members of the Board present at a meeting at which a quorum is present shall be the act of the Board. A Director may not act by proxy on any matter.

Section 10. Public Statements. With the exception of the Co-Chairs, no Director shall make any public statement or issue any press release on any subject concerning the Corporation that may be interpreted as a statement of the Board's policy without prior approval of said public statement or press release by the Board.

Section 11. Authority. The authority of the Board may be exercised without a meeting if consent in writing, setting forth the action taken, is signed by all the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Board.

Section 12. Compensation. Directors shall not receive any compensation for their services as Directors; however, the Board may authorize reimbursement of reasonable expenses incurred in the performance of their duties. Nothing herein shall be construed to preclude a Director from serving the Corporation in any other capacity and receiving reasonable compensation therefor.

Section 13. Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board at which action on any corporation matter is taken shall be conclusively presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered or certified mail to the secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE VI

OFFICERS

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

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

Section 3. Vacancies and Term of Office. Vacancies may be filled or new offices created and filled in the same manner as original appointment or by a new appointment for elected officers at any meeting of the Board. An officer elected or appointed to fill a vacancy

shall serve for the unexpired term of his or her predecessor, and until his or her successor shall have been duly elected or appointed and shall have qualified or until his or her earlier death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

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

Section 5. Chief Executive Officer. The Chief Executive Officer shall be appointed jointly by the Mayor of the City of Chicago and the President of the Cook County Board and shall be the principal executive officer of the Corporation. Subject to the direction and control of the Board, he or she shall be in charge of the business and affairs of the Corporation; he or she shall see that the resolutions and directives of the Board are carried into effect except in those instances in which that responsibility is assigned to some other person by the Board; and, in general, he or she shall discharge all duties incident to the office of Chief Executive Officer and such other duties as may be prescribed by the Board, as appropriate, to represent the interests of the Corporation. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the Corporation or a different mode of execution is expressly prescribed by the Board or these By-laws, he or she may execute for the Corporation any contracts, deeds, mortgages, bonds, or other instruments that the Board has authorized to be executed, and he or she may accomplish such execution either individually or with the secretary or any other officer thereunto authorized by the Board, according to the requirements of the form of the instrument.

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

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

ARTICLE VII

COMMITTEES, COMMISSIONS, TASK FORCES, AND ADVISORY BOARDS

Section 1. GENERAL. There shall be two (2) standing committees, which shall be, the Finance Committee and the Audit Committee, (collectively, the "Standing Committees"). Unless otherwise specified herein, the Co-Chairs or their designee shall appoint the members of each Standing Committee. Unless otherwise provided herein, members of the Standing Committees shall primarily be members of the Board of Directors. In addition, an individual who is not a member of the Board of Directors may be appointed to a non-standing committee if the individual possesses skills or experience that would further the objectives of the Advisory Committee.

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

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

Section 2. FINANCE COMMITTEE. The Co-Chairs shall appoint a Finance Committee of 3 to 5 members, including the Treasurer. A majority of the members of the Finance Committee shall also be members of the Board of Directors. The Treasurer shall serve as Committee Chair. Pursuant to the control of the Board of Directors and the Finance Committee will recommend fiscal policies including purchasing and cost control policies and procedures for the Corporation. The Finance Committee will meet no less than quarterly with the Chief Executive Officer and the chief financial officer of the Corporation (the "CFO") to review the Corporation's financial position, discussing related events and matters of policy. The Committee Chair will chair all meetings and collaborate with the CFO in establishing agenda items and setting meeting direction. The Finance Committee shall report to the Board of Directors.

Section 3. AUDIT COMMITTEE. The Co-Chairs shall appoint an Audit Committee of at least three members of the Board of Directors, including the Committee Chair. Each member of the Audit Committee shall be independent and free from any material personal, familial, financial or employment relationship with the Corporation, other than as a member of the Board of Directors. No member of the Audit Committee shall receive directly or indirectly any compensation from the Corporation, including fees as a consultant or legal or financial advisor. No member of the Audit Committee shall be an employee of the Corporation or the Corporation's independent auditor.

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

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

Corporation's independent auditors to the Board of Directors, and monitor the qualifications, independence and performance of the independent auditors.

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

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

Section 4. Commissions, Task Forces, or Advisory Committees. Additional commissions, task forces, or advisory committees not having and exercising the authority of the Board in the Corporation may be designated or created by the Board and shall consist of such persons as the Board designates. A commission, task force, or advisory committee may or may not have Directors as members, as the Board determines. The commission, task force, or advisory committee may not act on behalf of the Corporation or bind it to any actions but may make recommendations to the Board or to the officers of the Corporation.

Section 5. Term of Office. Each member of a committee, advisory board, task force, or commission shall continue as such until the next annual meeting of the Board of the Corporation and until his or her successor is appointed, unless the committee, advisory board, task force, or commission shall be sooner terminated, or unless such member be removed from such committee, advisory board, task force, or commission by the Board, or unless such member shall cease to qualify as a member thereof.

Section 6. Chair. Each standing committee, advisory committee, task force, or commission shall have an appointed chair or co-chairs.

Section 7. **Prohibitions**. In no event shall a committee:

(a) Adopt a plan for the distribution of the assets of the Corporation or for dissolution;

(b) Fill vacancies on the Board of Directors or on any committees designated by the Board of Directors;

(c) Elect, appoint or remove any officer or Director or member of any committee, or fix the compensation of any member of a committee;

(d) Adopt, amend or repeal the bylaws or the Articles of Incorporation of the Corporation;

(e) Adopt a plan of merger or adopt a plan of consolidation with another corporation;

(f) Authorize the sale, lease, exchange or mortgage of all or substantially all of the property or assets of the Corporation; or

(g) Amend, alter, repeal or take any action inconsistent with any resolution or action of the Board of Directors when the resolution or action of the Board of Directors provides by its terms that it shall not be amended, altered or repealed by action of a committee.

ARTICLE VIII

CONFLICTS OF INTEREST

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

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

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

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

ARTICLE IX

CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

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

and such authority may be general or confined to specific instances.

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

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

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

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

ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

FISCAL YEAR

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

ARTICLE XII

WAIVER OF NOTICE

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

ARTICLE XIII

INDEMNIFICATION

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

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

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

Section 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of

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

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

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

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

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

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

the Corporation" as referred to in this Article.

ARTICLE XIV

AMENDMENTS

Except as provided otherwise below, the power to alter, amend, or repeal these By-laws or adopt new by-laws shall be vested in the Board. Such action may be taken by a majority of the directors in office entitled to vote. The by-laws may contain any provisions for the regulation and management of the affairs of the Corporation not inconsistent with law or the Articles of Incorporation. Notwithstanding any contrary provision of these Bylaws, at any time when the Corporation serves as fiscal agent, grant sub-recipient and administrative entity for LWIA 7, no provision of these Bylaws may be amended without the express written consent of both the Mayor of the City of Chicago and the President of Cook County.

ARTICLE XVI

DISSOLUTION

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

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

ARTICLE XVII

REPORTING

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

Exhibit 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 it 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 it's 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, 5th 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

[Signature Page.]

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

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

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

[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)
Youth Attained a Degree or Credential	The percent of youth exiters enrolled in an academic program who earned a diploma, GED or certificate by the 3rd quarter after exit	**68%**	**67%**
Youth Placed in Employment/Education	The percent of youth exiters who are employed or enrolled in post secondary education by the first quarter after exit	**72%**	**70%**
Youth Literacy and Numeracy Gains	The percent of basic skills deficient youth who increase one educational grade level within a year	**57%**	**55%**
Total Youth Positive Exits Per $1,000,000 in WIOA Funding	The total number of youth who exited the program in any one of the three positive exits outlined above per $1,000,000 in total WIOA funding assigned in that territory	**60.6**	**23.8**

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.

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 it's 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]

CITY COUNCIL
October 5, 2016

To the President and Members of the City Council:

Your Committee on Workforce Development and Audit, to which was referred (September 14, 2016) an Agreement in conjunction with the Federal Workforce Innovation and Opportunity Act, and a subsequent substitute ordinance introduced directly into committee on October 4, 2016, begs leave to recommend that your Honorable Body **DO PASS** the Substitute Ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

Patrick O'Connor

Patrick J. O'Connor, Chairman
Committee on Workforce Development & Audit