

21172

ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
County of Cook and State of Illinois

MAR 4 1999

**COUNTY OF COOK
AND STATE OF ILLINOIS**

PROFESSIONAL CONSULTANT SERVICES
MANAGEMENT OF WYCC-TV
DISTRICT OFFICE

THE CHANCELLOR

REPORTS

that there is a need to retain a professional consultant to provide management and consulting services to WYCC-TV; and

that these services will include:

- ▶ procurement and scheduling of programming,
- ▶ engineering,
- ▶ station operations and administration,
- ▶ training of staff,
- ▶ development of a strategic plan,
- ▶ conversion and automation in preparation for digital broadcast opportunities,
- ▶ pursuit of external underwriting support,
- ▶ develop internship opportunities for District students.

that the fee for these services will be in an amount not to exceed \$100,000.00 beginning March 4, 1999 and terminating March 10, 2000, and

that these professional services are exempt from competitive bid requirements.

THE CHANCELLOR

RECOMMENDS

that the Board of Trustees authorizes the issuance of a purchase order in the total amount of \$100,000.00 to Joan McGrath Associates, Inc., 850 Alles Road, Winnetka, Illinois, from March 4, 1999 to March 10, 2000; and authorizes the Chairman and Assistant Secretary to execute any documents pertaining to these professional services on behalf of the Board.

FINANCIAL

\$100,000.00 -- Educational Fund

Respectfully submitted:

Wayne D. Watson
Chancellor

March 4, 1999

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CITY COLLEGES OF CHICAGO

WAIVER OF COMPETITIVE PROCEDURE REQUIREMENT

Board rules state that it is the general policy of the District to use competitive procedures to select professional service consultants. Section 4(a)1-4 of Board Rule – lists situations in which a waiver of the competitive procedure requirement is possible. In order to retain a consultant without competitive procedures, this waiver form must be completed and approved by the College President, the appropriate Vice Chancellor, or the Chancellor.

Type of consultant/services required: **Management Services – WYCC-TV**

Brief description of the need for a professional services consultant:

This project requires the services of a professional media manager, experienced in television media management and operations.

Reason that competitive procedures are not appropriate in this situation:

Professional services are exempt from competitive bidding.

Basis for selecting the recommended individual or firm:

Jeff McGrath and McGrath Associates has the necessary expertise in the television/media management services.

Person initiating request:

Approved by:

Deidra Lewis
Vice Chancellor, Academic Affairs

Wayne D. Watson, Chancellor

March 4, 1999

AGREEMENT BETWEEN
JOAN McGRATH AND ASSOCIATES, INC.
AND
BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
COUNTY OF COOK AND STATE OF ILLINOIS

This Agreement is made between Board of Trustees of Community College District No. 508, County of Cook and State of Illinois on behalf of the City Colleges of Chicago ("Institution") and Joan McGrath and Associates, Inc., a corporation organized and existing under the laws of the State of Illinois and with authority to do business in the State of Illinois ("Consultant").

RECITALS

- A. Institution desires to obtain the services of Consultant as set forth herein; and
- B. Consultant claims to have expertise and experience to provide such services for Institution.

TERMS

Consultant agrees to perform such professional services, with the standard of professional care and skill customarily provided in the performance of such services as are set forth in this Agreement, and, as consideration therefor, Institution agrees to pay Consultant such amounts as are specified in this Agreement, all upon the following terms and conditions:

- 1. Scope of Service.
 - a. Consultant agrees to provide the services of its employee, Jeffrey McGrath ("McGrath") to perform the following ("Consulting Services"):
 - i. McGrath shall provide, on behalf of the Consultant, the Colleges with non-exclusive management services for WYCC-TV, including, but not limited to, complete direction of WYCC-TV station operations, review of staffing, programming, engineering, expenses and administration of WYCC-TV, subject to all federal, state and local laws, including, but not limited to, the Illinois Public Community College Act and the Rules for the Management & Government of the City Colleges of Chicago. In addition to providing written reports pursuant to this Agreement, McGrath shall report in person to the Institution's Chancellor upon reasonable request.
 - ii. McGrath shall train staff, procure and schedule programming, create and implement improvements in the operation from creative to technical activities subject to the approval of Institution. Further, McGrath may recommend the hiring of staff for approval by Institution.

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- iii. McGrath shall develop a strategic plan for WYCC-TV to be reviewed and approved by Institution. McGrath shall implement the strategic plan only upon review and approval of Institution.
 - iv. Consultant agrees to provide McGrath to provide non-exclusive continuous service to Institution to fully implement the strategic plan and meet the terms and conditions of this Agreement.
 - v. Consultant represents that it has no conflict of interest in performing the Consulting Services for Institution. Further, Consultant represents that it will perform the Consulting Services with the highest ethical standards and in full compliance for the license for station WYCC and all Federal Communications Commission rules and policies.
 - vi. Institution shall provide Consultant with available office space at its location at 226 W. Jackson, Chicago, Illinois, during the term of this Agreement. McGrath shall receive available office space and be provided with the Institution's available secretarial staff, supplies, facilities, computer, cellular phone, pager and other services available to Institution's WYCC. Further, Consultant recognizes and agrees that Institution is a public entity and that such space and services which is provided by Institution under this agreement shall only be used by McGrath for the sole purposes and use in performing Consultant's obligations to Institution under this agreement.
 - vii. In fulfilling the terms and conditions of this Agreement, Consultant shall comply with all federal, state and local laws and licenses required therein, including, but not limited to all Federal Communications Commission ("FCC") rules, regulations and policies, the Illinois Public Community College Act and the Rules for the Management & Government of the City Colleges of Chicago.
- b. Consultant agrees to perform the Consulting Services to the satisfaction of Institution from time to time during the term of this Agreement.
 - c. Institution's liaison overseeing the Consulting Services provided under this Agreement is Deidra Lewis, Vice Chancellor of Academic Affairs, who is located at 226 W. Jackson Blvd., 13th Floor, Chicago, Illinois. The Chancellor may appoint another individual as the Institution liaison from time to time.
 - d. Consultant agrees to report and meet with the Vice Chancellor of Academic Affairs as requested by the Vice Chancellor from time to time.
2. Fees and Expenses.
- a. Institution agrees to pay Consultant a fee to be paid in the amount of one thousand, nine hundred, twenty-three dollars (\$1,923.00) per week as long as this agreement is in effect and the relationship of the parties hereunder has not been terminated.

- b. Consultant agrees to work the hours necessary to perform and complete the Consulting Services under this Agreement.
 - c. The fee and any approved incidentals shall be payable upon submission of an invoice.
 - d. Consultant agrees that Consultant is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that Institution will not deduct such taxes from any payments to Consultant hereunder.
 - e. Consultant agrees to obtain prior written approval from Institution for all expenses under this Agreement. Consultant recognizes and agrees that all expenses under this Agreement are subject to Institution's budget, policies, and procedures. Further, Consultant agrees to submit invoices for services and expenses that are solely related to the performance of the Consulting Services under this Agreement.
 - f. Consultant shall submit an invoice and adequate receipts and documentation as requested by Institution to support reimbursement of all approved expenses. Further, Consultant agrees to allow the Institution, at Institution's expense, to audit by either its internal and/or external auditors any and all documents related to the performance and obligations under this agreement.
 - g. Consultant agrees that all expenses are subject to compliance with the Illinois Public Community College Act and the Rules for the Management & Government of the City Colleges of Chicago.
3. Term. The term of this agreement and the Consulting Services to be rendered by Consultant under this Agreement shall commence not later than March 8, 1999 and be completed by March 10, 2000. Time is of the essence in this Agreement. This term may be extended beyond such completion date if the parties agree to the extension in writing.
4. Contractor's Capacity and Responsibilities.
- a. It is expressly understood that Consultant is an independent contractor and not the agent, partner, or employee of Institution. Consultant and Consultant's workers, including but not limited to McGrath, are not employees of Institution and are not entitled to tax withholding, Workers' Compensation, unemployment compensation, or any employee benefits, statutory or otherwise.
 - b. Consultant, McGrath and/or Consultant's employees shall not have the authority to enter into any contract or agreement to bind Institution and shall not represent to anyone that Consultant, McGrath and/or Consultant's employees have such authority.

- c. Consultant represents and warrants to Institution that, in performing the Consulting Services, Consultant or McGrath will not be in breach of any agreement with a third party.
- d. Consultant declares that he/she and McGrath are not a Legislator, elected or appointed officer, or that his/her firm and McGrath are not owned or controlled by any Legislator, elected or appointed officer, compensated or uncompensated, member of a State board or commission, or other employee of the State of Illinois.
- e. Consultant further declares that he/she and McGrath have not participated in a State capacity, or that his/her firm and McGrath have not been assisted or represented in this matter by an individual who has been involved in a State capacity, in the subject matter of this Contract.

5. Confidentiality of Information.

- a. Consultant agrees for itself, McGrath and Consultant's employees to keep confidential and not to disclose to third parties any information provided by Institution pursuant to this Agreement unless Consultant or McGrath has received prior written consent of Institution to make such disclosure. This obligation of confidentiality does not extend to any information that:
 - i. Was in the possession of Consultant or McGrath at the time of disclosure by Institution, directly or indirectly;
 - ii. Is or shall become, through no fault of Consultant or McGrath, available to the general public, or
 - iii. Is independently developed and hereafter supplied to Consultant or McGrath by a third party without restriction or disclosure.
- b. This provision shall survive expiration and termination of this Agreement.

6. Property Rights and Reports.

- a. Consultant agrees for itself, McGrath and Consultant's employees that any computer programs, software, documentation, copyrightable work, discoveries, inventions, or improvements developed by Consultant, McGrath or Consultant's employees solely, or with others, resulting from the performance of Consulting Services pursuant to this Agreement are the property of Institution, and Consultant agrees to assign all rights therein to Institution. Consultant further agrees to provide Institution with any assistance which Institution may require to obtain patents or copyright registrations, including the execution of any documents submitted by Institution.

- b. Consultant shall provide 5 copies of a written report within 30 days after the completion of the Consulting Services required by this Agreement; also the parties agree that the report was specifically ordered and commissioned by Institution, and is a work for hire as such term is used and defined in the Copyright Act. Accordingly, Institution shall be considered the author thereof, and the sole and exclusive owner throughout the world forever of all rights existing therein, including all manuscripts, reports, sketches, drafts, notes, maps, memoranda, etc., relating to the work, and all revisions, editions, and versions thereof in all languages, forms, and media now or hereafter known and developed.
 - c. This provision shall survive expiration and termination of this Agreement.
7. Representations and Warranties. Both parties represent and warrant that each has the power and authority to enter into this agreement and that this agreement is not prohibited by any contract, document or law, and, further, that the person signing this agreement on behalf of their respective entity has legal authority to do so and bind their respective entity.
8. Suspension or Termination of Contract. Institution reserves the right to suspend indefinitely or terminate the contract and the Consulting Services to be rendered by Consultant upon oral or written notice to Consultant for any or no reason upon thirty (30) days' notice. In the event of termination prior to completion of all stop work described in Paragraph No. 1, the amount of the total fee to be paid Consultant shall be determined by the parties on the basis of the portion of the total work actually completed up to the time of such termination.
9. Insurance. Consultant, at its own expense, shall be responsible to obtain and maintain its insurance with an insurance company, including Workers' Compensation, authorized to do business in the State of Illinois to the extent applicable by law and in adequate coverages. Consultant shall, upon reasonable request, supply a certificate of insurance evidencing such coverage and certifying that the coverage shall not be materially altered without at least thirty (30) days' advance written notice to Institution. Further, Institution shall be listed as an additional insured on the Certificate of Insurance.
10. Indemnification and Hold Harmless.
- a. Consultant agrees that any personal injury to Consultant or third parties or any property damage incurred in the course of performance of the Consulting Services shall be the responsibility of Consultant; provided, however, this provision shall in no way limit or relieve Institution for liability for its own negligence or acts or omissions or for the negligence or acts or omissions of Institution's governing board, agents, officers, employees, students, contractors or invitees.

b. Consultant agrees to indemnify Institution, its governing board, officers, employees, agents, and students from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which shall arise out of Consultant's performance of the Consulting Services, except to the extent such are caused by the fault, omission or negligence of Institution or Institution's governing board, agents, officers, employees, students, contractors or invitees.

11. Notice. Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail addressed as follows:

To Institution:

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

Ronald J. Gidwitz
Chairman
Board of Trustees
226 W. Jackson Blvd.
14th Floor
Chicago, Illinois 60606

and

Wayne D. Watson
Chancellor
City Colleges of Chicago
226 W. Jackson Blvd.
14th Floor
Chicago, Illinois 60606

To Consultant:

Jeffrey McGrath
Joan McGrath and Associates, Inc.
2 E. Oak Street
Suite 908
Chicago, Illinois 60611

and

Joseph S. Kayne, Esq.
The Williams Law Firm
140 S. Dearborn Street
Suite 800
Chicago, Illinois 60603

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

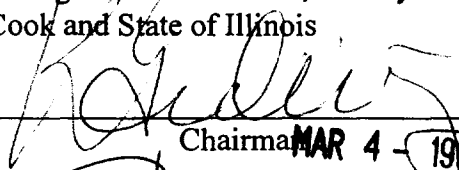
12. Entire Agreement; Modification. This Agreement (and its attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be amended except by an agreement signed by Consultant and an authorized representative of Institution.
13. Severability. The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.
14. Governing Law; Forum. This Agreement shall be governed by and construed under the laws of the State of Illinois, which shall be the forum for any lawsuits arising from or incident to this Agreement.
15. Paragraph Headings. The paragraph headings in this Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement.
16. Non-Waiver. The delay or failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.
17. Assignment. Consultant may not assign the rights or obligations under this Agreement without Institution's prior written consent.
18. Tax Clearance. In compliance with applicable state and federal statutes, final payment in settlement of the Contract will not be made by Institution until Consultant submits to Institution a Tax Department Clearance certifying that all delinquent taxes levied or accrued under State statutes against Consultant have been paid, or that Consultant is exempt from such tax.
19. M/WBE Compliance. Consultant shall comply with Institution's Minority and Women Business Enterprise Contract Participation Plan ("M/WBE Plan").

- 20. Ethics Policy Compliance. Consultant shall comply with Institution's Ethics Policy with any amendments adopted after the execution and during the pendency of this Agreement.

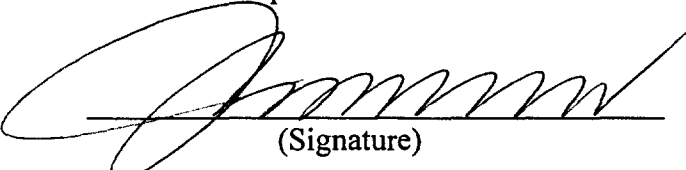
IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this 4th day of March, 1999.

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

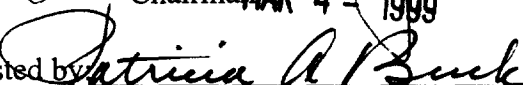
CONSULTANT:
 Joan McGrath and Associates, Inc.,
 an Illinois Corporation



 Chairman

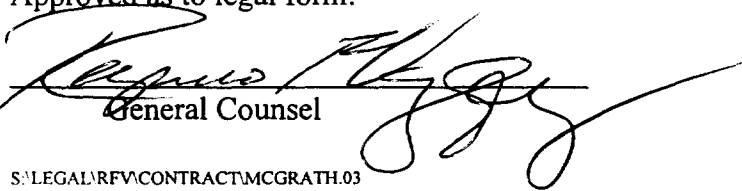


 (Signature)

Attested by 

 Secretary

 Jeffrey McGrath
 Vice President

Approved as to legal form:


 General Counsel

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