RESOLUTION 2015-086  PASSED: JULY 13, 2015

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH NORTHERN ILLINOIS UNIVERSITY FOR THE HIRING OF A MASTER’S OF PUBLIC ADMINISTRATION MANAGEMENT INTERN.

WHEREAS, the City of DeKalb is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City of DeKalb would benefit from an Intergovernmental Agreement with Northern Illinois University (NIU) for the hiring of a Master’s of Public Administration (MPA) Management Intern; and

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

Section 1: That the City Council of the City of DeKalb hereby authorizes the City Manager to enter into one or more intergovernmental agreements and amendments thereto with Northern Illinois University ("NIU") on terms and conditions acceptable to her, for the purpose of engaging and employing one or more interns from NIU, fixing their compensation or terms of employment, the allocation of liabilities and entitlements between the City and NIU, and otherwise providing for the City's continuing participation in NIU's internship programs, without requiring further authorization or approval of City Council, provided that any costs or expenses to be incurred within the present budget year are within the scope of the then approved budget, and provided that any expenditures proposed to be incurred in future years shall require Council approval through passage of a future budget.

Section 2: That this Resolution shall become effective immediately upon its passage and recording.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting thereof held on the 13th day of July, 2015 and approved by me as Mayor on the same day. Passed by Omnibus roll call vote of 8-0 on the Consent Agenda. Aye: Jacobson, Finucane, Marquardt, Snow, Noreiko, Baker, O’Leary, Rey. Nay: None. Absent: None

ATTEST:

[Signatures]

JENNIFER JEEP JOHNSON, City Clerk

JOHN A. REY, Mayor
AGREEMENT

THIS AGREEMENT is made between the Board of Trustees of Northern Illinois University, hereinafter called the "UNIVERSITY," with principal offices at Sponsored Programs Administration, 301 Lowden Hall, DeKalb, Illinois 60115, and the City of DeKalb, hereinafter called the "SPONSOR," with principal offices at 200 S. Fourth Street, DeKalb, Illinois 60115.

WITNESSETH:

WHEREAS, the SPONSOR and the UNIVERSITY desire to enter into an agreement pertaining to a Project investigation in accordance with the Statement of Work in Appendix A; and

WHEREAS, the investigation is to be funded by the SPONSOR and carried out by the UNIVERSITY under the terms and conditions specified herein; and

WHEREAS, the performance of such investigation is of mutual interest to the SPONSOR and the UNIVERSITY, and is consistent with the instructional, scholarship and research objectives of the UNIVERSITY as a non-profit, tax-exempt educational institution.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. STATEMENT OF WORK

The UNIVERSITY agrees to use reasonable efforts to perform the project as described in the Statement of Work, which is incorporated herein and attached as Appendix A. These efforts are hereinafter called the "Project." The UNIVERSITY shall perform this effort consistent with reasonable standards of professionalism applied in related fields. The Project is titled Management Intern.

2. STUDENT INTERN

The Student Intern assigned by the University for the performance of the Project is Emily Tipps. If for any reason the Student Intern withdraws from serving as student intern, the UNIVERSITY and the SPONSOR shall endeavor to agree upon a successor. If the parties are unable to agree upon a successor, SPONSOR shall have the right to terminate this Agreement in the manner provided in the paragraph entitled Termination.

3. PERIOD OF PERFORMANCE

The work shall be performed during the period from August 16, 2015 through May 15, 2017. This date may be extended under the same terms or such other terms as may be mutually agreed upon.
4. COST OF RESEARCH

The SPONSOR agrees to pay the UNIVERSITY the fixed sum of $26,040.00 for the performance of this Project. Payments are to be made in accordance with the following schedule:

1. $1,240.00 per month for 21 months ($15.50 per hour X 80 hours per month)

Checks are to be made payable to Northern Illinois University and sent to:
Craig Mulligan, Acting Assistant Director
Grants Fiscal Administration
Northern Illinois University
DeKalb, Illinois 60115
RE: OSP# 15-514

The amount of the agreement is not to exceed $26,040. The cost is $13,020 for FY16 which is within budgeted parameters, and not to exceed budgeted amounts in FY17. The City has budgeted $15,677.50 for the intern’s wages in FY2016.

The UNIVERSITY is not obligated to expend any other funds on the Project, and the SPONSOR is not obligated to pay the UNIVERSITY in excess of the above stated amount.

5. EMPLOYER OBLIGATIONS

Respective employer obligations required by law follows whomever is directly paying the intern at any given time.

6. RIGHTS IN WORK PRODUCT

All original work product generated by the UNIVERSITY under this Agreement shall be owned by the SPONSOR. Notwithstanding the foregoing, the UNIVERSITY and the intern retain the right to publish, as detailed in Article 11.

7. INVENTIONS AND PATENTS

If the Project results in any new, patentable development, any intellectual property developed during the course of work performed for the City would be exclusive property of the City. In such case, the UNIVERSITY will retain the right to use any such Inventions within the UNIVERSITY for any noncommercial purpose.

8. CONFIDENTIAL INFORMATION

A. Each party to this Agreement agrees to treat Proprietary Information received from the other with the same degree of care with which it treats its own Proprietary Information and further agrees not to disclose such Proprietary Information to a third party without prior written consent from the party disclosing Proprietary Information.
B. The foregoing obligations of non-disclosure do not apply to Proprietary Information which:

(a) was known to the recipient prior to the disclosure hereunder;
(b) is in the public domain at the time of disclosure hereunder or subsequently entered the public domain without the fault of the recipient;
(c) has been independently developed by an employee of recipient that has not had access directly or indirectly to Proprietary Information, and recipient can substantiate any claim of independent development by written evidence; or
(d) is required to be disclosed by law.

C. Unless otherwise agreed to in writing, neither party hereto shall have any obligation of confidentiality under this Agreement after the earliest of either the fifth anniversary of the conclusion of Period of Performance or termination in accordance with Article 9.

9. TERMINATION

This Project may be terminated by either party upon thirty (30) days' written notice. In the event of termination by the SPONSOR, the UNIVERSITY will be reimbursed for all costs incurred and all non-cancellable commitments at the time of termination. In the event of termination by the UNIVERSITY, any unexpended or unobligated balance of funds advanced by the SPONSOR shall be refunded to the SPONSOR. The provisions of Articles 5, 6, 7, and 10 shall survive any termination of the Agreement.

10. USE OF THE NAME OF THE PARTIES

Neither the SPONSOR nor the UNIVERSITY shall make use of the existence of the Agreement, nor use the other's name or the name of any member of its staff, for publicity or advertising purposes except with the consent of and to the extent approved by the other party. For the UNIVERSITY, such approval will be obtained from the Associate Director, Sponsored Programs Administration.

11. PUBLICATION

The UNIVERSITY shall have the right to publish or otherwise disclose the results of this Project, provided that the Student Intern first provides the SPONSOR with a copy of the proposed publication at least thirty (30) days in advance of submission for publication. The SPONSOR shall have thirty (30) days after the receipt of the publication or presentation to review it. The Student Intern shall modify said publication in order to comply with reasonable requests by the SPONSOR. Upon notice by the SPONSOR that the SPONSOR reasonably believes a patent application relating to an Invention should be filed prior to the publication or presentation, the SPONSOR can request the UNIVERSITY to delay and the UNIVERSITY agrees to delay submission of the publication or presentation for up to sixty (60) days from the date the SPONSOR so notifies the UNIVERSITY or until a patent
application or applications are filed, whichever comes first.

UNIVERSITY internship criteria require the Student Intern to complete a capstone presentation and paper related to the Project. The SPONSOR’s prior review of publications clause does not apply to the Student Intern’s oral presentation of a capstone project, even if the subject of the capstone is related to an issue or problem identified by the SPONSOR. The publication of the final written capstone paper is subject to the prior review clause.

12. WARRANTIES AND INDEMNIFICATION

THE UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE MARKETABILITY, USE OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PROJECT RESULTS DEVELOPED UNDER THIS AGREEMENT, OR THAT SUCH RESULTS DO NOT INFRINGE UPON ANY THIRD PARTY’S PROPERTY RIGHTS. The SPONSOR agrees to indemnify and hold harmless the UNIVERSITY and its employees and agents against any and all costs, damages and expenses, including attorney's fees, arising from any claims, damages and liabilities asserted by third parties arising from the SPONSOR'S use of said results.

13. ASSIGNMENT

Neither party shall assign its rights under this agreement without the prior written consent of the other party. Notwithstanding the foregoing, University hereby consents to the assignment of this agreement by Sponsor to any present or future wholly-owned affiliate of Sponsor or to any successor in interest of the entire business of Sponsor as a result of a merger, consolidation or purchase as long as the assignee expressly accepts in writing all the obligations and responsibilities of Sponsor under this agreement.

14. GOVERNING LAW

This agreement shall be interpreted and construed in accordance with the laws of the State of Illinois. This agreement is subject to all applicable rules and regulations of the Board of Trustees of Northern Illinois University and the laws of the United States and the State of Illinois.

15. ENTIRE AGREEMENT

This agreement contains all the terms and conditions agreed upon by the parties hereto, and no agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or be binding upon any of the parties hereto, unless in writing executed by the parties hereto.
IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below by representatives authorized to make such commitments on behalf of the respective party.

BOARD OF TRUSTEES of
NORTHERN ILLINOIS UNIVERSITY

By: Kellie Dyslin
Name: Kellie Dyslin
Title: Associate Director, Sponsored Programs Administration
Date: 08/20/2015

CITY OF DeKALB

By: Anne Marie Gaura
Name: Anne Marie Gaura
Title: City Manager
Date: 08/20/2015

EIN: E9997-6171-07
(If an EIN is not available, please attach W-9.)
APPENDIX A—SCOPE OF WORK

POSITION DESCRIPTION: PART TIME MANAGEMENT INTERN

PURPOSE OF POSITION
The Management Intern is a highly responsible and complex management training position. The Management Intern will provide assistance to the City Manager with special projects, initiatives and technical work as assigned. The Management Intern will also provide assistance and leadership on projects and initiatives in other departments.

SUPERVISION RECEIVED
Works under the general supervision of the Management Analyst, but will also be assigned/ supervised by personnel in other departments as needed by certain projects.

JOB CONTEXT
The Management Intern is classified as a part-time temporary internship position. The rules and regulations governing this position include all City and departmental policies. Daily work hours will be assigned by the Management Analyst. As a part-time position, no overtime will be paid and the total work hours may not exceed 999 per calendar year. The intern will be assigned to work between 20 and 24 hours per week. Accountability is measured through accuracy of work and successful completion of assigned duties within designated parameters and timelines. There is contact with other employees and with the general public, both on the telephone and in person. The employee in this position does not supervise any other employees. The Management Intern may expect to work primarily indoor, although some field work may be required. Occasional night or weekend meetings may be required, as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES
- Assists in the coordination of activities and planning of City operations with departments, other governmental agencies and other organizations
- Assists in the development of short-term and long-range plans
- Gathers, interprets, and prepares data for studies, reports and recommendations
- Responsible for creating content for and performing updates to the City's website and other communication vehicles
- Assists with process improvement efforts and development of strategic initiatives
- Assists with coordination of social media updates
- Has specific duties related to budget document preparation
- Assists with coordination of activities related to the City's wellness initiatives
- Responsible for development and maintenance of databases storing City information
- Acts as an official representative of the City of Dekalb at events, meetings and other functions
- Evaluates work procedures, training programs, schedules, and workflow; studies and recommends policies and procedures to improve efficiency and effectiveness of operations
- Prepares a variety of studies; reports, and related information for decision-making purposes; conducts research, analysis, and prepares recommendations regarding proposals for programs, grants, services, budget, equipment, etc.
- Provides administrative assistance to supervisor in meeting management goals and objectives; assembles background materials, prepares agendas, and records action items for various meetings
• Oversees the administration of grant programs; maintains grant files and completes reports and records as required
• Prepares drafts of speeches, presentations, resolutions, ordinances, contracts, administrative policies, etc., as assigned
• Assists in the development of training programs for City employees and civic organizations; maintains department employee training records
• Assists in the development of notices, flyers, brochures, newsletters, media releases, award applications, news articles, and other informational materials about programs and services
• Prepares correspondence; develops training programs; assists in the preparation for meetings and seminars
• Attends seminars, workshops, and training sessions related to position
• Performs other tasks as assigned

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED

• Knowledge of office principles, including telephone etiquette and customer service
• Working knowledge of computers and experience with Microsoft Office software, which encompasses Word, Outlook, Excel, Power Point, and Publisher
• Ability to write concisely and accurately
• Ability to conduct research and to accurately summarize results
• Ability to maintain accurate, organized record keeping
• Ability to manage multiple projects simultaneously
• Ability to understand and follow complex oral and written instructions
• Ability to take direction from, and work with, a variety of department heads
• Ability to work independently, needing little supervision
• Knowledge and/or experience with database management
• Ability to maintain confidentiality

PERSONAL CHARACTERISTICS REQUIRED

Must be dependable, must display a high degree of teamwork, must display high internal and external customer service skills, and must have the ability to use judgment and discretion.

EDUCATION AND EXPERIENCE REQUIRED

Graduation from a college or university with a bachelor’s degree in Public Administration, Political Science, Business Management, Communication or a closely related field, and

must be enrolled in a Master of Public Administration program at an accredited Illinois university.